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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

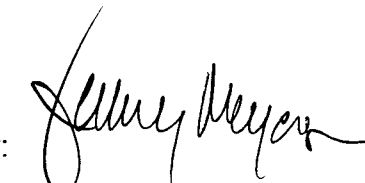
54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community 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

- | Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 150 | 150 |
| | 150 | 105 |
| | 150 | 142 |
| | 150 | 150 |
| | 150 | 105 |
| | 150 | 150 |
| | 150 | 135 |
| | 150 | 130 |
| | 150 | 125 |
| | 150 | 150 |
| | 150 | 145 |

- Bidder Name**
1. CAP Belknap-Merrimack Counties, Inc.
 2. CAP Strafford County
 3. Easter Seals NH
 4. Grafton County Senior Citizens Council, Inc.
 5. Greater Wakefield Resource Center
 6. Lamprey Health Care
 7. Nashua Transit System
 8. Newport Senior Center, Inc.
 9. Ossipee Concerned Citizens, Inc.
 10. Rockingham Nutrition Meals on Wheels
 11. St. Joseph Community Services, Inc.
- Reviewer Names**
1. Tracey Tarr, Administrator II, Elderly & Adult Svcs, DHHS
 2. Jean Crouch, Supervisor VII, DEAS
 3. Wendy Aultman, Administrator I, DEAS
 - 4.
 - 5.
 - 6.
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 - 9.

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

	150	135
	150	150
	150	150
	150	130
	150	120
	150	0
	150	0
	150	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	\$183,129.90
541-500383	Meals - Congregate	2017	\$187,621.50
544-500386	Meals - Home Delivered	2017	\$161,073.00
512-500352	Transportation of Clients	2018	\$366,236.10
541-500383	Meals - Congregate	2018	\$375,243.00
544-500386	Meals - Home Delivered	2018	\$322,146.00
512-500352	Transportation of Clients	2019	\$91,553.10
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	\$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	\$79,271.50
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

Stafford 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	\$146,547.50
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 # 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-03)



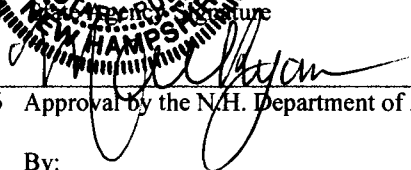
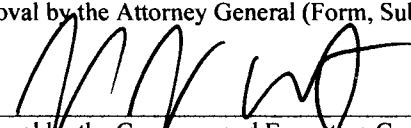
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>November 28, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace Kathleen E. Morrison Notary			
1.14 Signature of State Agency Signatory 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
Date: <u>11/29/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/30/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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

EAF

11/28/16



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.



Exhibit A

-
- 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.



Exhibit A

- 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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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 devehined 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.



Exhibit A-1

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

Gap

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Exhibit B

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.

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Exhibit B

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				
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	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Nutrition and Transportation				
Title IIIB Transportation	PerClient/PerDay	838	\$23.70	\$ 19,860.60

7/1/2017 through 06/30/2018 Service Units				
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	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Nutrition and Transportation				
Title IIIB Transportation	PerClient/PerDay	1,676	\$23.70	\$ 39,721.20

7/1/2018 through 09/30/2018 Service Units				
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	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Nutrition and Transportation				
Title IIIB Transportation	PerClient/PerDay	419	\$23.70	\$ 9,930.30



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)

642 Central Avenue

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

Contractor Name:

11/28/16
Date

GA Anchor Park
Name: *Betsy 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*

EA Ann Parker

Name: *Betsy Andrews Parker*
Title: *CEO*

11/28/16
Date



**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 Order 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.

11/28/16
Date

Contractor Name: Community Action Partnership of Stratford County
EA And Park
Name: Betsy Andrews Parker
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials

EAP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

11/28/16
Date

Contractor Name: Community Action Partnership of Strafford County
GA C Parker
Name: Betsy Andrews Parker
Title: CEO

Exhibit G

Contractor Initials EAP

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

Date 11/28/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

11/28/16
Date

Contractor Name: Community Action Partnership
of Strafford County
GAC Park
Name: Betsy Andrews Parker
Title: CEO

Contractor Initials EAP
Date 11/28/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

EAP

11/28/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

EAP



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/29/16
Date

Community Action Partnership of
Stratford County
Name of the Contractor

GA C Par
Signature of Authorized Representative

Betsy Andrews Parker
Name of Authorized Representative

CEO
Title of Authorized Representative

11/28/16
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: *Community Action Partnership
of Strafford County*

GA Ad Pa

Name: *Betsy Andrews Parker*
Title: *CEO*

11/28/10
Date

Contractor Initials *EAP*
Date 11/28/10



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:

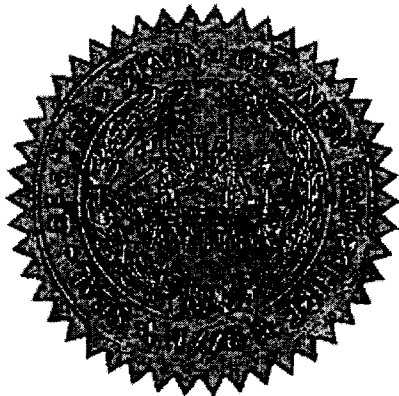
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of 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 trade name registered on October 5, 2011 and that Community Action Partnership of Strafford County presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April, A.D. 2016

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

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 19, 2016:
(Date)

RESOLVED: That the Betsy 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 28 day of November, 2016.
(Date Contract Signed)

4. Betsy 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)

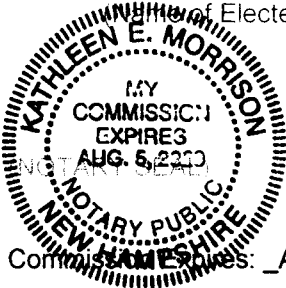
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 28 day of November, 2016,

By Jean Miccolo
(Elected Officer of the Agency)

Kathleen E. Morrison
(Notary Public/Justice of the Peace)



Commission Expires: August 5th 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2016

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis	
	PHONE (A/C No. Ext): (603) 232-9306 FAX (A/C No): (603) 622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
INSURED Community Action Partnership of Strafford PO Box 160 Dover NH 03821-1060	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
	INSURER B: New York Marine & General Ins	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15/16 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZHVA192135	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS			AWVA15693	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
		<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3A State: NH WC201400007962	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability			ZHVA192135	12/31/2015	12/31/2016	Each Occurrence 1,000,000 Aggregate 3,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services John Harrington Contract and Procurement Unit 129 Pleasant St Concord, NH 03301	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 Mark Harvie/TERI
---	---

MISSION

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



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

FOR THE YEARS ENDED
DECEMBER 31, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORTS

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2015 AND 2014

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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, 2015 and 2014, 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, 2015.

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 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 Partnership of Strafford County as of December 31, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2015 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 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014, 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*, and schedule of revenues and expenditures – Electrical Assistance Program are 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 1, 2016, 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 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.

*Leahy McDermott & Roberts,
Professional Association*

June 1, 2016
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 713,900	\$ 744,514
Accounts receivable	714,329	770,066
Inventory	8,724	8,754
Prepaid expenses	<u>1,300</u>	<u>11,586</u>
Total current assets	<u>1,438,253</u>	<u>1,534,920</u>
NONCURRENT ASSETS		
Security deposits	24,667	19,201
Property, net of accumulated depreciation	478,424	435,446
Other noncurrent assets	<u>12,500</u>	<u>12,500</u>
Total noncurrent assets	<u>515,591</u>	<u>467,147</u>
TOTAL ASSETS	<u>\$ 1,953,844</u>	<u>\$ 2,002,067</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 73,401	\$ 80,735
Accounts payable	82,925	126,063
Accrued payroll and related taxes	121,014	120,172
Accrued compensated absences	81,878	78,154
Refundable advances	467,356	491,134
Other current liabilities	<u>24,399</u>	<u>137</u>
Total liabilities	<u>850,973</u>	<u>896,395</u>
NET ASSETS		
Unrestricted		
Undesignated	686,961	669,373
Board designated	<u>307,315</u>	<u>307,002</u>
Total unrestricted	994,276	976,375
Temporarily restricted	<u>108,595</u>	<u>129,297</u>
Total net assets	<u>1,102,871</u>	<u>1,105,672</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,953,844</u>	<u>\$ 2,002,067</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	\$ 7,098,408	\$ -	\$ 7,098,408	\$ 7,545,723
Fees for service	334,257	-	334,257	424,089
Rent revenue	11,005	-	11,005	24,353
Public support	150,971	60,838	211,809	432,328
In-kind donations	649,898	-	649,898	439,830
Interest	128	-	128	301
Fundraising	<u>56,979</u>	<u>-</u>	<u>56,979</u>	<u>31,299</u>
Total revenues and support	<u>8,301,646</u>	<u>60,838</u>	<u>8,362,484</u>	<u>8,897,923</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>81,540</u>	<u>(81,540)</u>	<u>-</u>	<u>-</u>
Total revenues, support, and net assets released from restrictions	<u>8,383,186</u>	<u>(20,702)</u>	<u>8,362,484</u>	<u>8,897,923</u>
EXPENSES				
Program services				
Child services	3,693,205	-	3,693,205	3,374,862
Community services	712,557	-	712,557	831,155
Energy assistance	2,120,534	-	2,120,534	2,975,261
Housing	347,367	-	347,367	189,080
Weatherization	286,121	-	286,121	133,564
Workforce development	<u>264,408</u>	<u>-</u>	<u>264,408</u>	<u>258,219</u>
Total program services	7,424,192	-	7,424,192	7,762,141
Supporting activities				
Management and general	846,980	-	846,980	1,031,611
Fundraising	<u>57,682</u>	<u>-</u>	<u>57,682</u>	<u>23,644</u>
Total expenses	<u>8,328,854</u>	<u>-</u>	<u>8,328,854</u>	<u>8,817,396</u>
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF ASSETS	54,332	(20,702)	33,630	80,527
LOSS ON SALE OF ASSETS	<u>(36,431)</u>	<u>-</u>	<u>(36,431)</u>	<u>(110,559)</u>
CHANGE IN NET ASSETS	17,901	(20,702)	(2,801)	(30,032)
NET ASSETS, BEGINNING OF YEAR	<u>976,375</u>	<u>129,297</u>	<u>1,105,672</u>	<u>1,135,704</u>
NET ASSETS, END OF YEAR	<u>\$ 994,276</u>	<u>\$ 108,595</u>	<u>\$ 1,102,871</u>	<u>\$ 1,105,672</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (2,801)	\$ (30,032)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	43,903	69,333
Loss on sale of assets	36,431	110,559
(Increase) decrease in assets:		
Accounts receivable	55,737	(113,132)
Inventory	30	6,553
Prepaid expenses	10,286	67,697
Security deposits	(5,466)	(60)
Other noncurrent assets	-	(2,500)
Increase (decrease) in liabilities:		
Accounts payable	(43,138)	58,278
Accrued payroll and related taxes	842	27,498
Accrued compensated absences	3,724	(2,438)
Refundable advances	(23,778)	(51,760)
Other current liabilities	<u>24,262</u>	<u>(55,781)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>100,032</u>	<u>84,215</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(130,646)	(77,022)
Proceeds from sale of property and equipment	<u>7,334</u>	<u>129,471</u>
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(123,312)</u>	<u>52,449</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of demand note payable	<u>(7,334)</u>	<u>(6,443)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(7,334)</u>	<u>(6,443)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(30,614)	130,221
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>744,514</u>	<u>614,293</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 713,900</u>	<u>\$ 744,514</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 3,448</u>	<u>\$ 3,252</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And General	Fundraising	2016 Total	2014 Total
Payroll	\$ 2,058,413	\$ 183,228	\$ 255,149	\$ 67,134	\$ 37,292	\$ 170,757	\$ 2,771,973	\$ 502,520	\$ 17,761	\$ 3,292,254	\$ 3,310,098
Payroll taxes	203,101	16,442	22,678	6,690	3,049	15,950	267,910	43,943	1,974	313,827	340,843
Fringe benefits	189,204	24,301	39,584	6,395	3,610	14,098	277,192	36,615	22	313,829	323,866
Weatherization material, fuel and client assistance	57,805	57,164	1,716,873	166,334	186,690	9,231	2,196,097	1,035	-	2,197,132	2,873,617
In-kind expenses	423,519	170,974	-	14,619	36,361	-	645,473	-	4,425	649,898	439,631
Consumable supplies	181,559	27,392	6,837	2,278	615	1,920	200,602	6,825	32	207,458	196,360
Indirect costs	-	-	-	-	-	-	-	133,274	-	133,274	190,950
Insurance	124,132	6,503	2,822	4,998	3,660	4,729	148,844	6,013	134	152,991	168,916
Equipment and computer	36,785	(14,261)	7,786	1,256	770	2,279	36,615	11,221	123	47,959	157,109
Rent	76,728	10,143	19,024	1,819	1,865	27,895	137,494	13,769	890	152,153	149,437
Utilities	91,455	7,489	11,555	16,454	2,822	4,898	134,673	12,662	567	147,902	128,280
Consultants and contract labor	142,393	31,972	6,209	54,169	624	1,009	238,375	34,778	7,069	276,220	104,984
Repairs and maintenance	79,871	14,505	20,893	11,871	1,107	2,727	130,974	15,877	7,219	154,070	101,120
Travel	93,543	6,266	1,866	1,009	3,268	4,967	72,943	22,441	149	95,533	98,152
Meetings, events and training	66,465	3,947	1,921	261	2,083	783	77,460	14,678	569	82,707	83,647
Depreciation	18,695	18,020	3,733	3,733	1,135	2,320	43,903	-	-	43,903	89,339
Copying & postage	14,877	2,333	6,586	201	965	322	25,286	8,953	346	34,585	31,013
Retirement	9,395	633	409	74	185	503	11,199	1,776	72	13,047	16,997
Property taxes	-	493	-	2,412	-	-	2,905	-	-	2,905	3,516
Interest expense	-	3,448	-	-	-	-	3,448	-	-	3,448	3,252
Other program support	(120,735)	141,563	338	(16,340)	-	-	4,826	(19,396)	16,300	1,756	15,075
Total expenses	\$ 3,693,205	\$ 712,557	\$ 2,120,534	\$ 347,367	\$ 286,121	\$ 264,408	\$ 7,424,192	\$ 848,990	\$ 57,682	\$ 8,328,854	\$ 8,817,398

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014**

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, 2015 and 2014 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, investments, accounts receivable, prepaid expenses, inventory, 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 \$43,903 and \$69,333 for the years ended December 31, 2015 and 2014, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$81,878 and \$78,154 at December 31, 2015 and 2014, 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 (2012 through 2015), for the purposes of implementation, 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, 2015 and 2014 amounted to \$15,799 and \$12,641, 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 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 \$268,238 and \$199,684 for the years ended December 31, 2015 and 2014, 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 \$131,488 and \$82,809 for the years ended December 31, 2015 and 2014, 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 \$136,081 and \$96,644, respectively, for the year ended December 31, 2015. For the year ended December 31, 2014, the estimated fair value of these food commodities and goods was determined to be \$132,268 and \$25,070, 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.

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 1, 2016, the date the December 31, 2015 financial statements were available for issuance.

NOTE 2. PROPERTY

As of December 31, 2015 and 2014, property consisted of the following:

	<u>2015</u>	<u>2014</u>
Land, buildings and improvements	\$ 430,128	\$ 416,435
Furniture, equipment and machinery	522,213	507,304
Vehicles	<u>249,779</u>	<u>302,466</u>
Total	1,202,120	1,226,205
Less accumulated depreciation	<u>723,696</u>	<u>790,759</u>
Net property	<u>\$ 478,424</u>	<u>\$ 435,446</u>

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, 2015 and 2014. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEGDED ASSETS

As described in Note 5, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement.

NOTE 5. 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 on November 30, 2016. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.50% and 4.25% at December 31, 2015 and 2014, respectively. The note is collateralized by all the assets of the Agency.

NOTE 6. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2015 and 2014, the Agency had \$108,595 and \$129,297 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

NOTE 7. 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, 2015 and 2014, the annual lease/rent expense for the leased facilities was \$169,849 and \$163,615, 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:

<u>Year Ended December 31</u>	<u>Amount</u>
2016	\$ 120,523
2017	34,071
2018	8,730
2019	2,022
2020	<u>204</u>
Total	<u>\$ 165,550</u>

NOTE 8. 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 first 5% of an employee's contribution. 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, 2015 and 2014 totaled \$13,047 and \$15,988, respectively.

NOTE 9. 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 10. 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. At December 31, 2015, the Agency had uninsured cash balances of approximately \$51,000. At December 31, 2014, there were no uninsured cash balances.

NOTE 11. 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, 2015 and 2014.

SUPPLEMENTARY INFORMATION
(See Independent Auditors' Report)

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Child and Adult Care Food Program	10 558	State of New Hampshire Department of Education	4300-ZZZ	\$ 137,773
Summer Food Service Program for Children	10 559	State of New Hampshire Department of Education	4300-ZZZ	81,971
Emergency Food Assistance Program (Food Commodities)	10 569	Belknap-Merrimack Community Action Partnership	Unknown	<u>136,091</u>
Total U.S. Department of Agriculture				\$ 335,825
U.S. Department of Housing and Urban Development				
Supportive Housing for the Elderly	14 157	New Hampshire Housing Authority	Unknown	\$ 24,336
Community Development Block Grants / Entitlement Grants	14 218	City of Dover, New Hampshire	Unknown	4,115
Community Development Block Grants / Entitlement Grants	14 218	City of Rochester, New Hampshire	Unknown	47,878
Emergency Solutions Grant Program	14 231	State of New Hampshire Department of Health and Human Services	102-500731	163,145
Supportive Housing Program	14 235	State of New Hampshire Department of Health and Human Services	010-062-7176-102-0415	43,037
Supportive Housing Program	14 235	Community Partners / Behavioral Health / Services	Unknown	<u>24,643</u>
Total U.S. Department of Housing and Urban Development				\$ 307,154
U.S. Department of Labor				
WIA Chutler	17 258	Southern New Hampshire Services Inc.	1018653	\$ 79,376
WIA Adult Program	17 278	Southern New Hampshire Services Inc.	1018653	<u>73,226</u>
Total U.S. Department of Labor/WIA Chutler				\$ 152,602
U.S. Department of Transportation				
Enhanced Mobility of Seniors and Individuals with Disabilities	20 513	State of New Hampshire Department of Transportation	512-500352	\$ 42,613
Total U.S. Department of Transportation				\$ 42,613
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81 042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-024010-7706-074-500587	\$ 159,298
Total U.S. Department of Energy				\$ 159,298
U.S. Department of Education				
Twenty-First Century Community Learning Centers	84 287	State of New Hampshire Department of Education	Unknown	\$ 127,160
Total U.S. Department of Education				\$ 127,160
U.S. Department of Health & Human Services				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93 044	State of New Hampshire Division of Elderly and Adult services	010-046-7672-512-0352	\$ 2,520
Drug-Free Communities Support Program Grants	93 276		N/A	9,900
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93 505	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-95-90-902010-5988	189,863
Promoting Safe and Stable Families	93 566	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	18,616
Temporary Assistance for Needy Families	93 568	State of New Hampshire, DHHS, Division for Children, Youth and Families	502-500891	32,839
Temporary Assistance for Needy Families	93 568	Southern New Hampshire Services, Inc.	010-045-8146-090-0415, 1024239	134,955
Low-Income Home Energy Assistance	93 568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77060000-074-500587	2,027,009
Community Services Block Grant	93 569	State of New Hampshire, DHHS, DFA	010-045-7148-093-0415	436,170
Head Start	93 600		N/A	2,852,689
Stephanie Tubbs Jones Child Welfare Program	93 645	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	737
Social Services Block Grant	93 667	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	69,830
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93 757	State of New Hampshire, Keene State College, DHHS, Center for Disease Control & Prevention, NH Division of Public Health Services	Unknown	3,000
Maternal and Child Health Services Block Grant to the States	93 994	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500731	<u>4,965</u>
Total U.S. Department of Health & Human Services				\$ 5,755,093
TOTAL				<u>\$ 6,678,748</u>

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2015**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2015. 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. Pass-through entity identifying numbers are presented where available. Community Action Partnership of Strafford County as elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 3 FOOD DONATION

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRICAL ASSISTANCE PROGRAM
FOR THE YEAR ENDED DECEMBER 31, 2015**

Revenues	\$ 174,932
Expenditures	
Payroll	\$ 95,079
Payroll taxes	8,443
Fringe benefits	15,323
Weatherization material, fuel and client assistance	61
Consumable supplies	2,831
Indirect costs	25,332
Insurance	1,056
Equipment and computer	4,487
Rent	6,156
Utilities	3,985
Consultants and contract labor	513
Repairs and maintenance	9,080
Travel	302
Meetings, events and training	295
Copying & postage	1,817
Retirement	172
	<u>174,932</u>
	\$ 174,932

Note:

For the year ended December 31, 2015, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the requirements outlined in the contract for the year ended December 31, 2015.

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, 2015 and 2014, and the related statements of cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended December 31, 2015 and have issued our report thereon dated June 1, 2016.

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. 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 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*.

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.

*Leony McDonnell's Roberts,
Professional Association*

June 1, 2016
Wolfeboro, New Hampshire

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, 2015. 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, 2015.

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.

June 1, 2016
Wolfeboro, New Hampshire

*Leah McDonnell Roberts,
Professional Association*

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2015**

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 Generally Accepted Accounting Principles.
2. No significant deficiencies disclosed during 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 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 programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The program tested as major was: Department of Health and Human Services, Head Start, CFDA 93.600.
8. The threshold used for distinguishing 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

None

**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, 2014**

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, 2014.



2017 Board of Directors

Carrie DiGeorge, Chair
Becky Sherburne, Vice Chair
Alan Brown, Treasurer
Jean Miccolo, Secretary
David Terlemezian
Colene Arnold
Joe Bailey
Alison Dorow
Dorothea (Dot) Hooper
Chris Lawrence
Penney Mabey
Hope Morrow Flynn
Jeni Mosca
Jason Shute
Sunmayyab (Maya) Wylder
Marc Theriault

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

Sandra Constantine

Objective [Bus Driver for Senior Transportation Program]

Experience [1979-current] [CAPSC] [Dover,NH]
[Bus Driver]
▪ [Assist riders and operate bus in a safe and professional manner.]
▪ [Responsible for keeping bus in good working order, inspected, clean, etc...]
▪ [Responsible for maintaining proper paperwork, attending training classes, etc.]

[1977-1987] [Douglass Animal Hospital] [Rochester,NH]
[Veterinary Assistant]
▪ [Assisted veterinarian with various duties during office hours and surgery.]
▪ [Answered phones, made appointments, etc.]
▪ [Responsible for feeding animals, cleaning kennel area, and operating room.]

[1971-1973] [Dr. Hutchins Animal Hospital] [Sanford,Maine]
[Veterinary Assistant]
▪ [Assisted veterinarian with various duties during office hours and surgery.]
▪ [Answered phones, made appointments, etc.]
▪ [Responsible for feeding animals, cleaning kennel area, and operating room.]
▪

[1970-1974
seasonal] [Romac Orchards] [Sanford,Maine]
[Apple Packer]
▪ [Chose and graded apples for quality; picked and packed apples for shipment]
▪ [Kept accurate count/records.]
▪ [Maintained dependable job attendance.]

Education [1974] [Sanford High School] [Sanford, Maine]
[High School Graduate]
▪ [Honor Roll]

Interests I have worked with the public since my first job in high school and have always enjoyed helping older people. I enjoy driving for and assisting the elderly with their shopping trips.

References References are available on request.

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.

CHERYL M. ROBICHEAU

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

M. KATHLEEN CROMPTON

RESUME' OF EXPERIENCE

PROFESSIONAL POSITIONS:

Director of Special Projects; *Strafford County Community Action Program, Dover, New Hampshire*

Responsible for special projects and strategic initiatives, delivering project management, strategic planning and implementation support for organizational initiatives as assigned by the Executive Director. Work in conjunction with senior management to pursue and achieve tactical or strategic objectives, working on long term strategic goals and short term initiatives as well. Long-term initiatives include the development of a care coordination system that assesses the needs of clients and works with them to set measurable goals that address issues impeding them from achieving their highest level of self -sufficiency.

Provide support to the Executive Director by convening meetings, providing research, tracking trends and preparing presentations as requested. Program management includes all activities needed to align projects with the agencies mission, procedures and practices. (2013 to present)

Community Health Lead; *Strafford County Community Action Program, Dover, New Hampshire*

Responsibilities: Identify and develop working relationships with key agencies and organizations within the community to facilitate the education and enrollment of consumers into Qualified Health Plans. Conduct group presentations and organize meetings to promote positive relationships among all groups working with the Affordable Care Act. Working with Cognosante, CMS and other partners identify and arrange for locations throughout the County where In-person assisters can be located to support consumers seeking help with the Marketplace web-based service. Develop news articles, PSAs and other promotional materials to and promote activities in local newspapers and media. Complete certification course for navigators and attend training required or suggested by CMS. (2013 to 2014)

Executive Director; *SeaCare Health Services, Exeter, New Hampshire*

Responsible for all operations of a non-profit agency providing health care access to uninsured residents in twenty-one towns in Rockingham County. SeaCare's mission was devoted to ensuring that all underserved members of the community had access to optimal health care and care coordination to address the wide variety of health care needs encountered by individuals and families as they grew and changed in the life cycle. Through a volunteer network of over 350 health professionals, pro bono or low cost medical and mental health services were available. The program built a comprehensive range of preventive and social services, with an emphasis on respectful care coordination, multifaceted health education, home-based education and parenting activities for families of children referred by local pediatricians. The program generated over \$3,500,000 in donated medical care and services for uninsured adults and children.

Worked closely with the SeaCare Board of Trustees to ensure compliance with the agency Mission Statement; sound fiscal practices; secure funding; program planning and compliance; program development; grant writing and management; budget preparation; staff supervision; liaison with health professionals, community members, other agencies and policy makers; public relations; database management and community outreach. (1994 to 2013)

Nutritionist and Health Education; *Portsmouth Prenatal Clinic, Portsmouth, New Hampshire*

Member of a multi-disciplinary team, serving low-income pregnant women. Coordinated with physicians, nurses, social workers and nurse practitioners to develop individualized care plans. Served as the coordinator and instructor of the American Lung Association Smoking Cessation in Pregnancy Program administered through the Clinic. Served as a contributing writer for the Clinic's Families First Program newsletter. Responsible for nutrition education for families in the Families First Program. Provided assistance to clients in obtaining related services. (1989 to 1994)

Nutrition Instructor; *The Family Center, Exeter Hospital, Exeter, New Hampshire*

Conducted nutrition education programs during the Early Pregnancy Series offered to all women and their partners delivering at Exeter Hospital. (1993 to 1994)

Consulting Nutritionist; Rockingham County Community Action Program, *Women, Infants and Children Program*, Exeter, New Hampshire (1982 to 1989)

Assisted in the development of an innovative breastfeeding support program for participants in the RCCAP WIC Program. Developed and conducted outreach and support activities designed to encourage the initiation of breastfeeding and to expand the duration of breastfeeding among low-income women.

Served as a consulting nutritionist to the Program, which encompassed several communities in southeastern New Hampshire. Duties included nutrition education and certification for women, infants and children.

Director; *Women, Infants and Children Program*, Greater Lawrence Community Action Council, Lawrence, Massachusetts.

Served as the administrator of an urban nutrition education and supplemental food program. (1980 to 1982).

Nutritionist; South Carolina Head Start Training Office, *Humanics Associates*, Columbia, SC . (1977 – 1980)

Nutritionist; Lawrence Housing Authority, *Greater Lawrence Community Action Council*, Lawrence, MA. (1975 to 1977)

Volunteer Activities

Community Assister Task Force; NH Voices for Health, Concord, New Hampshire (2013 to present)

Board of Directors; Healthy New Hampshire Foundation, Concord, New Hampshire (2013 to present)

Board of Directors; Squamscott Community Commons, Exeter, NH (2013 to present)

Board of Directors; *United Way of the Greater Seacoast*, Portsmouth, NH (2001 to 2005)

NH District Health Council; *Governor Councilor's Ruth Griffin, District 1*, Portsmouth, NH (2000 to 2003)

Alliance for Community Health; *Greater Seacoast health care collaborative*, Portsmouth, NH (1998 to 2013)

New Hampshire Health Care System: Guidelines for Change; *State Initiative*, Concord NH (1999)

Women Helping Women; *Greater Seacoast Breast and Cervical Cancer Screening Initiative*, Portsmouth, (1995 to 1998)

Board of Directors; *Seacoast Area Visiting Nurses Association*, North Hampton, New Hampshire. Board President, 1990 - 1991. (1988 to 1991)

Education

University of New Hampshire, Durham, New Hampshire.
Bachelor of Science with concentration in Nutrition. (1975)

**Community Action Partnership of Strafford County
P.O.Box 160, Dover, NH 03821**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Constantine	Driver	\$30,035.20	100%	\$30,035.20

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

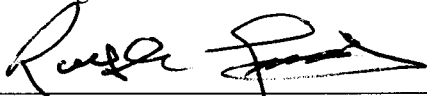
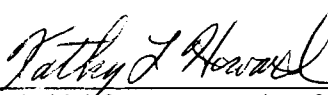
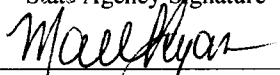
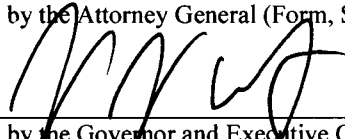
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: center;"> KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature 		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 R-R
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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

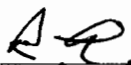
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials 
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.

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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.



Exhibit A

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- 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.

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- 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



Exhibit A

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.

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- 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.

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- 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.



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- 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



Exhibit A

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

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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.

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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.

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Exhibit A

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- 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 devedined 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.

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[Handwritten Date: 11/28/16]



Exhibit A-1

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



Exhibit B

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 III B
 - 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 III C-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 III C-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: *RQ*
 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.

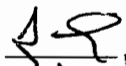
RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

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


Date 11/25/10



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.

[Handwritten Signature]
[Handwritten Date: 5/28/10]



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.

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11/28/16



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

[Handwritten Signature]
Date *11/20/16*

New Hampshire Department of Health and Human Services
Exhibit D



- 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: J 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

[Handwritten Signature]
11/28/16



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:
Community Action Program Belknap-Merrimack Counties, Inc.

11/28/2016
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials 
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.

Exhibit G

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

Contractor Initials

Date

15/25/14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

11/28/2016
Date


Name: Ralph Littlefield
Title: Executive Director

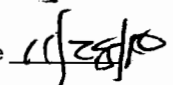
Exhibit G

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

Contractor Initials



Date





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

Contractor Initials AL
Date 11/28/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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11/23/10



Exhibit I

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

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

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

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11/23/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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11/28/16



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

AG


11/28/14



Exhibit I

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

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

 The State

 Signature of Authorized Representative
 Maureen Ryan
 Name of Authorized Representative
 Director, OHS
 Title of Authorized Representative
 11/29/16
 Date

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

 Signature of Authorized Representative
 Ralph Littlefield
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 11/28/2018
 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.

Name: Ralph Littlefield
Title: Executive Director

11/28/2016
Date

Contractor Initials RL
Date 11/28/16



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?

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: _____

[Handwritten Signature]
[Handwritten Date: 11/28/10]

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 formed May 28, 1965. 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 5th day of April A.D. 2016

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

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 01/14/2016, such authority to be in force and effect until 9/30/2018 (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:

Ralph Littlefield, 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 28th day of November, 2016.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 28th day of November, 2016, before me, Kathy L. Howard 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.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

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

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, 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:*

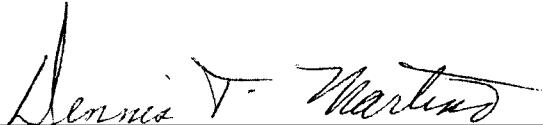
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division 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 Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- 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 14, 2016, and has not been amended or revoked and remains in effect as of the date listed below.

11/28/2016

Date



Dennis T. Martino
Secretary/Clerk

SEAL



3.2.10.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2016

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

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

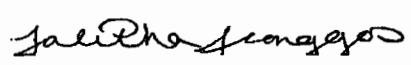
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A National Union Fire Insurance	NAIC # 19445
		INSURER B AmGuard Ins Co	42390
		INSURER C Hanover Ins Co.	
		INSURER D NHMMJUA	
		INSURER E	
		INSURER F	

COVERAGES CERTIFICATE NUMBER: 16-17 All lines 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			29-LX-067991165-1	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			29-CA-084608752-1	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-016698261	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	COWC771597 (3a.) NH All officers included	6/17/2016	6/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L EACH ACCIDENT \$ 500,000
							E.L DISEASE - EA EMPLOYEE \$ 500,000
							E.L DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime			BDV1945863	3/27/2016	3/27/2017	Limit 500,000
D	Professional			NHJUA11882	12/30/2015	12/30/2016	Limit 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept. 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 T Franggos/JSC 

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Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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.

CAPBMCI Statement of Purpose

ALTON Senior Center.....875-7102 Prospect View Housing.....875-3111	CONCORD Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals-on-Wheels.....225-9092 Concord Area Transit.....225-1888 Horseshoe Pond Place.....228-6856 WCCSFP.....225-3050 Workplace Success.....223-2305	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.....524-6453 Prenatal.....524-6483 Whittemansukee Transit.....528-2498 Workplace Success.....524-4367	NEWBURY Newbury Commons Housing.....763-0366	PITTSFIELD Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611
BELMONT Senior Center.....267-8867 Heritage Terr. Housing.....267-8801	KEARSARGE VALLEY Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398	NEWBURY Family Planning.....539-7562 Prenatal.....539-7562	OSSIPEE Family Planning.....539-7562 Prenatal.....539-7562	PEMBROKE Village at Pembroke Farms Housing.....485-1842	SUNCOOK Area Center.....485-7824 Senior Center.....485-4254
BRADFORD Senior Center.....938-2104	EPSOM Meadow Brook Housing.....736-8250	MEREDITH Area Center.....278-4096		TILTON Senior Center.....527-8291	

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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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 New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2015 and 2014, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2015.

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 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, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2015 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 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2014, 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are 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 2, 2015, 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

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2015 AND 2014**

	<u>ASSETS</u>	
	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash	\$ 663,946	\$ 1,048,391
Accounts receivable	2,905,020	2,635,718
Prepaid expenses	<u>221,988</u>	<u>233,047</u>
Total current assets	<u>3,790,954</u>	<u>3,917,156</u>
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	<u>5,912,869</u>	<u>6,153,197</u>
Total property	10,531,158	10,771,486
Less accumulated depreciation	<u>(6,515,032)</u>	<u>(6,393,172)</u>
Property, net	<u>4,016,126</u>	<u>4,378,314</u>
OTHER ASSETS		
Investments	70,897	94,439
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>210,338</u>	<u>233,880</u>
TOTAL ASSETS	<u>\$ 8,017,418</u>	<u>\$ 8,529,350</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of notes payable	\$ 145,551	\$ 137,236
Accounts payable	1,829,667	1,578,759
Accrued expenses	993,053	1,120,302
Refundable advances	<u>916,503</u>	<u>912,848</u>
Total current liabilities	3,684,774	3,749,145
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,465,279</u>	<u>1,608,954</u>
Total liabilities	<u>5,150,053</u>	<u>5,358,099</u>
NET ASSETS		
Unrestricted	2,317,222	2,629,700
Temporarily restricted	<u>550,143</u>	<u>541,551</u>
Total net assets	<u>2,867,365</u>	<u>3,171,251</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,017,418</u>	<u>\$ 8,529,350</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2015
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 16,673,978		\$ 16,673,978	\$ 16,799,982
Other funds	3,310,600	\$ 2,442,312	5,752,912	7,487,335
In-kind	848,954		848,954	793,868
United Way	94,850		94,850	86,102
	<u>20,928,382</u>	<u>2,442,312</u>	<u>23,370,694</u>	<u>25,167,287</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,433,720</u>	<u>(2,433,720)</u>		
Total	<u>23,362,102</u>	<u>8,592</u>	<u>23,370,694</u>	<u>25,167,287</u>
EXPENSES				
Compensation	8,177,739		8,177,739	8,042,123
Payroll taxes and benefits	2,186,454		2,186,454	2,398,215
Travel	295,726		295,726	289,138
Occupancy	1,297,227		1,297,227	1,195,834
Program services	8,923,081		8,923,081	10,867,215
Other costs	1,530,175		1,530,175	1,771,081
Depreciation	415,224		415,224	455,359
In-kind	848,954		848,954	793,868
	<u>23,674,580</u>	<u></u>	<u>23,674,580</u>	<u>25,812,833</u>
CHANGE IN NET ASSETS	<u>(312,478)</u>	<u>8,592</u>	<u>(303,886)</u>	<u>(645,546)</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,629,700</u>	<u>541,551</u>	<u>3,171,251</u>	<u>3,816,797</u>
NET ASSETS, END OF YEAR	<u>\$ 2,317,222</u>	<u>\$ 550,143</u>	<u>\$ 2,867,365</u>	<u>\$ 3,171,251</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (303,886)	\$ (645,546)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	415,224	455,359
(Gain) loss on sale of property	(22,350)	4,514
Loss on investment	32,335	
(Increase) decrease in current assets:		
Accounts receivable	(269,302)	849,143
Prepaid expenses	11,059	191,320
Increase (decrease) in current liabilities:		
Accounts payable	50,908	(443,293)
Accrued expenses	(127,249)	(59,324)
Refundable advances	<u>3,655</u>	<u>(157,176)</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(209,606)</u>	<u>194,997</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(60,450)	(214,202)
Investment in partnership	(8,793)	(12,020)
Proceeds from sale of property	<u>29,764</u>	<u>1,700</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(39,479)</u>	<u>(224,522)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(135,360)</u>	<u>(127,536)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(135,360)</u>	<u>(127,536)</u>
NET DECREASE IN CASH	(384,445)	(157,061)
CASH BALANCE, BEGINNING OF YEAR	<u>1,048,391</u>	<u>1,205,452</u>
CASH BALANCE, END OF YEAR	<u>\$ 663,946</u>	<u>\$ 1,048,391</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 139,724</u>	<u>\$ 118,011</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2015**

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, 2015 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$550,143.

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, 2014, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. 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.

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2011.

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 (2011 through 2014), 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 \$848,954 in donated facilities, services and supplies for the year ended February 28, 2015 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 \$424,017 for the year ended February 28, 2015.

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 \$413,905 for the year ended February 28, 2015.

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 \$11,032 for the year ended February 28, 2015.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2015 amounted to \$34,336.

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, 2015. 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 \$916,503 as of February 28, 2015.

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, 2015 totaled \$336,795.

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 every two years. For the year ended February 28, 2015, the annual lease expense for the leased facilities was \$466,840.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2016	<u>\$ 107,483</u>

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 \$415,819 at February 28, 2015.

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 (3.25% for the year ended February 28, 2015) 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, 2015.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2015:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,108,079

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2015. 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. 390,829

3% 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. 91,766

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building.	<u>20,156</u>
Total	1,610,830
Less amounts due within one year	<u>145,551</u>
Long term portion	<u>\$ 1,465,279</u>

The scheduled maturities of long term debt as of February 28, 2015 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2016	\$ 145,551
2017	154,380
2018	163,753
2019	173,709
2020	184,280
Thereafter	<u>789,157</u>
	<u>\$ 1,610,830</u>

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2015:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>5,912,869</u>
	10,531,158
Less accumulated depreciation	<u>(6,515,032)</u>
Property and equipment, net	<u>\$ 4,016,126</u>

Depreciation expense for the year ended February 28, 2015 was \$415,224.

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, 2015. Monitoring has not indicated any discrepancies.

11. CONCENTRATION OF RISK

For the year ended February 28, 2015, approximately \$10,600,000 (45%) 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.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2015, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2015, there were no deposits in excess of the uninsured limits.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2015, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$	120,826
Elder Services		220,314
NH Rotary Food Challenge		5,071
Common Pantry		6,605
Community Crisis		3,578
Caring Fund		12,690
Agency-FAP		12,169
Agency-H/S		157,487
Agency-FP/PN		8,774
FGP/SCP Assoc. Region 1		1,183
Other Programs		<u>1,446</u>
	\$	<u>550,143</u>

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,781,954	\$ 395,785	\$ 8,177,739
Benefits and payroll taxes	2,040,658	145,796	2,186,454
Travel	292,103	3,623	295,726
Occupancy	1,189,639	107,588	1,297,227
Program services	8,923,081		8,923,081
Other costs:			
Accounting fees	16,416	32,670	49,086
Legal fees	1,770	592	2,362
Supplies	221,230	26,602	247,832

Postage and shipping	59,481	1,099	60,580
Equipment rental and maintenance	1,691	2,591	4,282
Printing and publications	3,279	1,742	5,021
Conferences, conventions and meetings	6,889	5,945	12,834
Interest	126,452	13,272	139,724
Insurance	206,524	29,585	236,109
Membership fees	10,837	1,480	12,317
Utility and maintenance	5,042	53,514	58,556
Other	683,716	17,756	701,472
Depreciation	413,758	1,466	415,224
In kind	<u>848,954</u>	<u> </u>	<u>848,954</u>
	<u>\$ 22,833,474</u>	<u>\$ 841,106</u>	<u>\$ 23,674,580</u>

14. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2015.

15. 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.

16. 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 \$70,897 at February 28, 2015.

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, 2015, 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	\$ 59,439
Total gains (losses) - realized /unrealized	6,175
Purchases	<u>5,283</u>
Ending Balance -- mutual funds	<u>\$ 70,897</u>

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

17. 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).

18. 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. 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 October 2, 2015, 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, 2015**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	EXPENDITURES
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,673,175
Through State of New Hampshire			
Weatherization-HRRP	93.568		71,969
Fuel Assistance	93.568	611001	3,994,936
Fuel Assistance-SEAS	93.044	611001	7,018
Title III Part C	93.045	410338	479,147
Community Services Block Grant	93.569	610165	472,191
Title XX - Block Grant	93.667	410338	272,657
Family Planning	93.217	610237	91,786
Family Planning	93.558	610237	39,732
Family Planning	93.940	610237	7,010
Title III Part B Rural Transportation	93.044	410338	102,143
Home Visiting	93.505	N/A	72,753
Prenatal	93.994	520243	23,240
Merrimack County Service Link Program	93.324	N/A	14,591
Merrimack County Service Link Program	93.052	N/A	11,065
Merrimack County Service Link Program	93.667	N/A	32,143
Merrimack County Service Link Program	93.048	N/A	77,774
Merrimack County Service Link Program	93.071	N/A	5,915
Merrimack County Service Link Program	93.517	N/A	28,048
Merrimack County Service Link Program	93.779	N/A	2,348
Senior Medicare Patrol Program Capacity Building	93.048		30,677
Elder Services/NSIP	93.053	410338	204,458
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	241,015
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		55,801
			<u>10,011,593</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	750,341
CSFP	10.565	611080	619,458
Senior Farmers Market	10.576		86,515
Surplus Food-TEFAP/Admin	10.568	N/A	171,267
Surplus Food-TEFAP	10.569	N/A	1,620,598
CACF Head Start/USDA	10.558	N/A	209,373
Summer Food-USDA	10.559		132,511
			<u>3,590,063</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	354,744
<u>US DEPARTMENT OF TRANSPORTATION</u>			
Through State of New Hampshire			
Concord Area Transit	20.509		474,060
Concord Area Transit-New Freedom	20.521		43,670
Concord Area Transit	20.513		22,852
Winnepesaukee Transit System	20.509	68022	56,520
Winnepesaukee Transit System	20.521		834
Through County of Merrimack			
Rural Transportation	20.513		26,499
Volunteer Driver Program	20.513		99,482
			<u>723,917</u>

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**Through New Hampshire Housing Finance Authority**

Statewide Lead Abatement Program	14.900		783,513
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Through State of New Hampshire

Outreach Program	14.235	N/A	81,631
Emergency Solutions Grant	14.231	N/A	20,379
Homeless Prevention	14.235	N/A	28,269
Supportive Housing Services	14.235		<u>64,260</u>

Through National Center for Healthy Housing

Radon Program	14.906		<u>1,450</u>
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979,502**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

Weatherization	81.042	551896	<u>189,824</u>
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189,824**US DEPARTMENT OF LABOR****Through State of New Hampshire**

Senior Community Service Employment	17.235	610063	479,497
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Through Southern New Hampshire Services

WIA-Adult Program	17.258	N/A	111,148
WIA-Dislocated Worker Program	17.260	N/A	<u>115,119</u>

705,764**HOMELAND SECURITY****Through United Way**

Emergency Food and Shelter Program	97.024		<u>1,335</u>
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TOTAL AWARDS EXPENDED\$ 18,556,742**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2015. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." 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 Community Action Program Belknap-Merrimack Counties, Inc.

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 OMB Circular A-122, Cost Principles for Non-Profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

<u>CFDA Number</u>	<u>Program Name</u>	<u>Amount Provided</u>
14.900	Statewide Lead Abatement Program	\$ 92,466

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair value of the commodities received and distributed.

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 New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2015, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2015.

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 the Organization'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

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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 Circular A-133 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, 2015. 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 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 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2015.

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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program Belknap-Merrimack Counties, Inc.
2. No significant deficiencies disclosed during 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 OMB Circular A-133*. 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 which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.600 Head Start/Early Head Start
 - 10.557 Special Supplement Nutrition Program for Women, Infants, and Children (WIC)
 - 93.558 Temporary Assistance for Needy Families (TANF)
 - 20.513 Enhanced Mobility of Seniors and Individuals With Disabilities
 - 20.521 New Freedom Program
 - 20.509 Formula Grants for Rural Areas
8. The threshold for distinguishing Type A and B programs was \$515,067
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.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Grant Period</u> <u>10/1/14-9/30/15</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 860,873	\$ 3,134,063	\$ 3,994,936
Other	<u>537</u>	<u>786</u>	<u>1,323</u>
	<u>\$ 861,410</u>	<u>\$ 3,134,849</u>	<u>\$ 3,996,259</u>
Expenditures			
Personnel	\$ 167,832	\$ 194,450	\$ 362,282
Fringe benefits	24,423	32,906	57,329
Travel	2,181	737	2,918
Occupancy	23,423	33,448	56,871
Direct program costs	609,072	2,846,095	3,455,167
Other costs	<u>34,479</u>	<u>27,213</u>	<u>61,692</u>
	<u>\$ 861,410</u>	<u>\$ 3,134,849</u>	<u>\$ 3,996,259</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Grant Period</u> <u>7/1/14 - 6/30/15</u>	<u>Total</u>
Revenues			
Corporation for National Services	<u>\$ 89,165</u>	<u>\$ 265,579</u>	<u>\$ 354,744</u>
Expenditures			
Personnel	\$ 78,761	\$ 180,167	\$ 258,928
Fringe benefits	2,686	18,864	21,550
Travel	6,731	60,774	67,505
Other costs	<u>987</u>	<u>5,774</u>	<u>6,761</u>
	<u>\$ 89,165</u>	<u>\$ 265,579</u>	<u>\$ 354,744</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Grant Period</u> <u>1/1/14-12/31/14</u>	<u>Grant Period</u> <u>1/1/15-12/31/15</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 3,019,936	\$ 653,239	\$ 3,673,175
In-Kind	1,114,333	92,738	1,207,071
Other	<u>8,800</u>	<u>-</u>	<u>8,800</u>
	<u>\$ 4,143,069</u>	<u>\$ 745,977</u>	<u>\$ 4,889,046</u>
Expenditures			
Personnel	\$ 2,077,616	\$ 430,286	\$ 2,507,902
Fringe benefits	319,130	73,688	392,818
Travel	36,775	9,385	46,160
In-Kind	1,114,333	92,738	1,207,071
Other costs	<u>595,215</u>	<u>140,204</u>	<u>735,419</u>
	<u>\$ 4,143,069</u>	<u>\$ 746,301</u>	<u>\$ 4,889,370</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Grant Period</u> <u>7/1/14 - 6/30/15</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services			
Title XX	\$ 156,527	\$ 338,833	\$ 495,360
Title III Part C	256,907	630,301	887,208
NH Department of Health and Human Services	111,932	92,528	204,460
Other	<u>-</u>	<u>530,753</u>	<u>530,753</u>
	<u>\$ 525,366</u>	<u>\$ 1,592,415</u>	<u>\$ 2,117,781</u>
Expenditures			
Personnel	\$ 329,819	\$ 675,951	\$ 1,005,770
Fringe benefits	32,995	63,039	96,034
Occupancy	55,229	102,148	157,377
Travel	42,475	81,101	123,576
Other costs	<u>262,141</u>	<u>509,182</u>	<u>771,323</u>
	<u>\$ 722,659</u>	<u>\$ 1,431,421</u>	<u>\$ 2,154,080</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Grant Period</u> <u>10/1/14-9/30/15</u>	<u>Total</u>
Revenues	<u>\$ 885,042</u>	<u>\$ 1,074,568</u>	<u>\$ 1,959,610</u>
Expenditures			
Personnel	\$ 177,296	\$ 142,589	\$ 319,885
Fringe benefits	33,512	25,444	58,956
Travel	2,163	463	2,626
Occupancy	5,735	5,162	10,897
Other costs	<u>666,336</u>	<u>901,061</u>	<u>1,567,397</u>
	<u>\$ 885,042</u>	<u>\$ 1,074,719</u>	<u>\$ 1,959,761</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

	<u>Revenues</u>	<u>Expenditures</u>
Twin River Community Corp (054 & 055)	\$ 25,341	\$ 42,943
Cottage Hotel (065 & 066)	8,515	8,916
Sandy Ledge (094 & 095)	9,361	19,893
Ozanam (105 & 106)	17,899	20,674
Senior Center Program (138)	20,693	22,847
Franklin Intergenerational (185 & 186)	44,194	45,524
Senior Companion Program - Non Federal (224 & 225)	104,194	83,739
Senior Companion Program - State (234 & 235)	21,043	21,043
Franklin Community Services (294 & 295)	24,195	25,655
Head Start - Childcare (354 & 355)	1,018,905	798,740
Lakes Region Family Center (384 & 385)	160,297	160,297
REIP (402)	58,534	33,119
NH Modular Ramp (433 & 434)	35,990	34,622
Sun Safety (484)	1,355	716
New Hampshire Housing Guarantee Program (494 & 495)	211,333	211,333
Core Program (504 & 505)	887,463	915,787
NH Rotary (540)	1,061	0
Common Pantry (554 & 555)	126	41
Oral Health WIC (600)	6,135	469
Epsom Elderly Housing (644 & 645)	71,416	71,416

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (654 & 655)	\$ 67,141	\$ 67,141
Alton Housing (664 & 665)	48,485	48,485
Kearsarge Housing (674 & 675)	60,768	60,768
Riverside Housing (684 & 685)	63,808	63,808
Pembroke Housing (700 & 709)	62,106	62,106
Homeless Revolving Loan (728)	8,147	8,147
Area Centers (764 & 765)	259,487	210,320
THE FIXIT Program (834 & 835)	3,105	1,278
Loan Guarantee Program (847)	41,208	41,208
MC Loan Guarantee Program (848)	3,016	3,016
The Caring Fund (864 & 865)	2,416	1,501
FGP/SCP Association Region 1 (875)	1,183	0
Agency WIC/CSFP (883)	(4,443)	898
Newbury Elderly Housing (884)	55,888	72,497
Agency Account (911 & 980)	(30,174)	588,412
Agency Account FAP (922)	93,938	98,318
Agency Account SCP (933 & 934)	1,911	5,559
H/S Agency (944 & 945)	111,425	5,072
Agency FP/PN (963)	995	0
Agency Development Fund (981)	182,455	105,214
Agency Horseshoe Pond Place (995 & 996)	16,922	16,922

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2015**

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
047	Supportive Housing Services		\$ 636
114	Radon Program		175
126	EAP - Lead Agency		18,204
146	Merrimack County Service Link	93.778 (\$2,471 of deferred amount is not federal)	4,943
157	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,847
196	Electric Assistance Program		49,915
225	Senior Companion Program - Non - Federal		1,083
364	Home Visiting - HFA	93.558 (deferred amount is not federal)	247
455	Housing Preservation Fund		14,540
495	NH Housing Guarantee Program		103,442
505	Core Program		13,345
546	Summer Feeding		30,919
575	Fuel Assistance Program	93.568 (\$2,910 of deferred amount is not federal)	150,200
595	Homeless Prevention		234,707
615	Women, Infant & Children		4,204
715	Concord Area Transit		64,173
728	Homeless Revolving Loan Fund - Belknap County		39,612
729	Homeless Revolving Loan Fund - Merrimack County		8,179
765	Area Center Program		1,476
835	Fixit Program		71,574
847	Loan Guarantee Program		30
856	New Start Program		28,118
883	Agency Account - WIC/CSFP		771
906	Community Services Block Grant	93.569	72,913
945	Agency Account - Head Start		<u>1,250</u>
		TOTAL	<u>\$ 916,603</u>

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Vice President - Vacant

Dennis Martino, *Secretary-Clerk*

Kathy Goode, *Treasurer*

Heather Brown

Nicolette Clark

Theresa M. Cromwell

Susan Koerber

Bill Johnson

David Siff

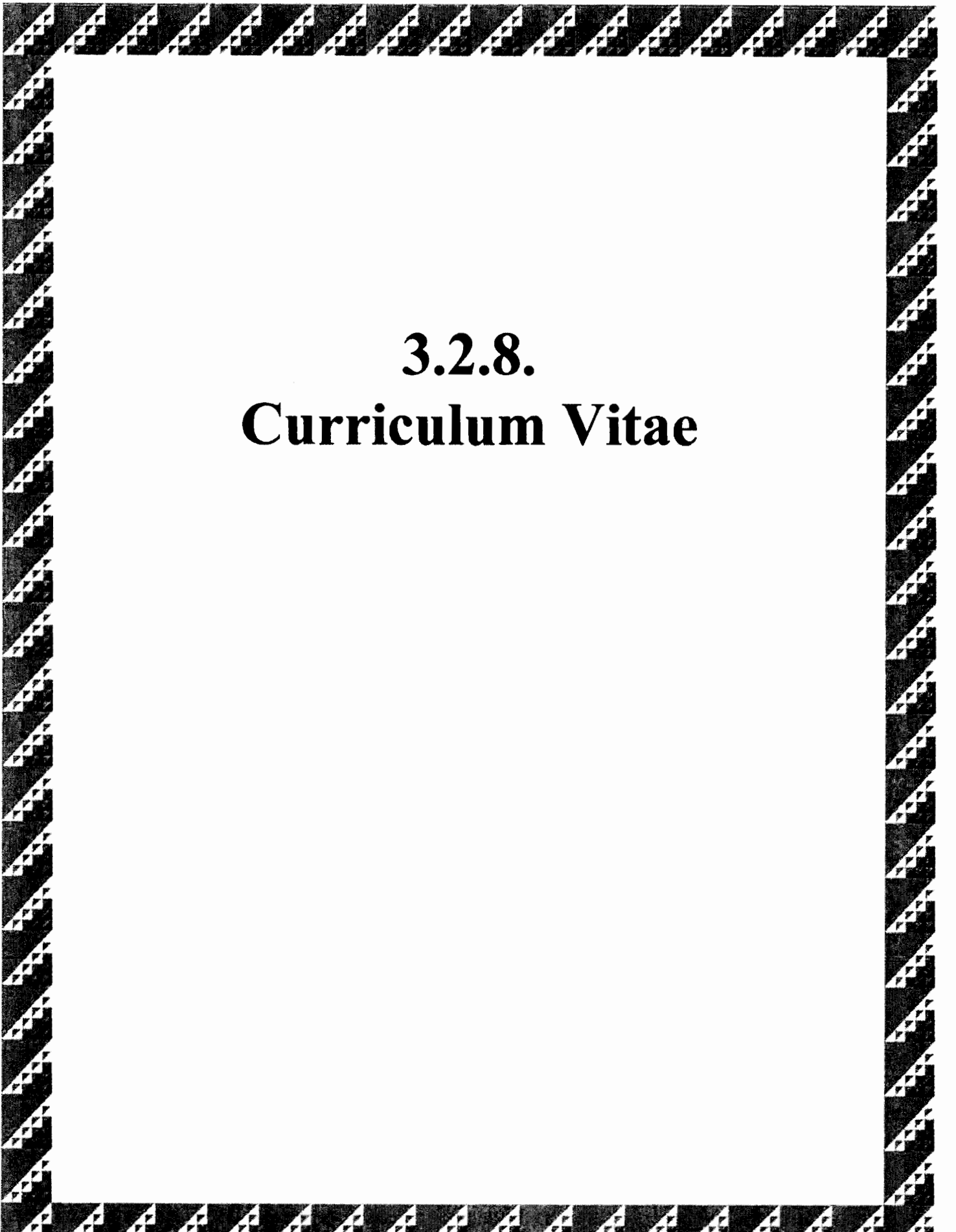
Diana Lacey

Christine Averill

Donna Barnett

Heidi Williams

Safiya Wazir



3.2.8.
Curriculum Vitae

PAMELA JOLIVETTE

EMPLOYMENT HISTORY

ELDER SERVICES DIRECTOR

8/97 — Present

Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, Concord, NH 03302-1016

Director of Elder Service Programs for a 2 county region offering community based resources for older adults. Included are senior meals, both home delivered and community dining; 9 multi-purpose senior centers, a transportation system for seniors and disabled adults, resident services at an 84 unit senior housing facility, ServiceLink Resource Center of Merrimack County, and the Senior Companion Program of New Hampshire. Seniors served exceed 5,000 on an annual basis.

Financial Management of a 2.9 million dollar departmental budget. Diverse local, state and federal revenue sources include Older American Act funds, Title XX, Medicaid, State, County and Town funds, United Way, Client Donations and Private sector funds. Responsibilities include grant applications, contract management, fundraising and financial reporting

Department Personnel consist of 100 full and part-time staff. Over 430 volunteers donate 26,000 hours annually. Professional development initiatives, strategic planning and recognition continue to result in substantial service expansion and minimal staff turnover.

Planning and Development projects include the transition of eight senior nutrition sites into multipurpose senior centers, expansion of a two county senior transit system, development of ServiceLink Resource Center of Merrimack County, created the resident service program and resource center at Horseshoe Pond Place, an independent senior housing facility, raised funding for a volunteer transportation program, established 6 Advisory Councils to support the above programs, obtained local dollars to supplement these initiatives.

Agency representative to home and community based long term care steering committees and advisory boards. Carried our significant work with the NH Legislature to increase funding levels for elder services over a 20 year period.

SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR

12/84 — 8/97

Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, Concord, NH 03302-1016

Annual submission of budget and grant applications to Federal and State funding sources Responsible for monitoring budget and completion o annual reports.

Raised on-going local support from \$12,000 to \$95,000 from United Way, County and State Government Obtained foundation dollars for equipment, marketing and funding development activities.

Expanded Senior Companion Project from three to six county area. Special projects involved caregiver support, substance abuse and mental health initiatives Expanded Senior Employment Program to include vocational assessments and employment in private industry.

Supervised project staff who carried out coordination activities for 70 Senior Companies, 60 Senior Employment participants and agreements with 125 agencies.

Expanded statewide Advisory Council to strengthen program initiatives Active committees carried out marketing, fundraising and evaluation functions.

GERIATRIC CASE MANAGER 7/82 — 3/84

Region IV Area Agency
44 Warren Street, Concord, NH 03301

Case Manager for geriatric clients within the developmental service system in Merrimack County. Responsible for completion of individual assessments and obtaining supportive services. Ongoing advocacy and monitoring of activities. Assisted housing department with developing residential options as individuals were moved from institutions to the community.

SUPPORT SERVICES DIRECTOR 6/80 — 7/82

Twin Rivers Counseling Center
Franklin, NH 03235

Coordinator for pilot projects in New Hampshire which provided training and support services for developmentally disabled adults. Implemented program to increase independence in the home, community and work setting.

PROGRAM DIRECTOR 3/76 — 4/79

Lamoille County Mental Health
Morrisville VT

Developed and managed the service delivery for developmentally disabled persons over a four year period within the Community Mental Health clinic in Vermont. Services included case management, day treatment, school consultation, family support and paralegal services to assure client rights.

CURRENT PROFESSIONAL ASSOCIATIONS

New Hampshire Coalition of Aging Services
Vice-Chair Mid-State Regional Coordinating Council for Transportation
New Hampshire State Coordinating Council for Community Transportation
Merrimack County Coordinated Community Response Team
Advisory Council for the New Hampshire Aging and Disability Resource Centers
National Associations of Nutrition and Aging Service Providers
National Council on the Aging
Elder Health Advisory Committee Endowment for Health

EDUCATION AND TRAINING

M.Ed Counseling Psychology
University of New Hampshire, Durham, NH 1997

Post-Graduate Study
Grant Writing, Johnson State College
School of Social Work, University of Connecticut
Social Gerontology & Women's Issues

BA Degree, Psychology
Johnson State College, Johnson, VT 1975

Joan M. Barretto, Esq.

Director of Programs/ Child and Family Advocate/ Event Planner

Accomplished professional with eighteen years of commitment to the family advocacy/legal field; the last five in non-profit program management. Effective use of creativity, leadership, and team motivation which have expanded the quality and length of mentoring programs, improved file accuracy and documentation, strengthened and clarified agency policy, and revitalized agency profile, with award-winning results. Adept at public speaking, presentations, teaching, and training with the ability to educate and inspire. Deep understanding of issues affecting families in crisis, with the ability to effectively resolve them. Skilled at planning and organizing high quality events with creativity and flair, despite limited resources. Excel in strengthening community partnerships and building strategic relationships. Possess excellent credentials (JD) and strengths including community outreach, personnel and program management.

HIGHLIGHT OF EXPERTISE

- 5 Years in Non-Profit Program Management
- 13 Years in Legal Field Serving Families
- 18 Years in Family Advocacy
- Strong Analytical and Writing Abilities
- Media Relations/Speech Writing
- Effective Public Speaker
- Special Event Planning/Design and Artistic Skills
- Creative Team Leader

RECENT AWARDS

- 2011 Gold Star Agency Award (only 18 agencies of 400+ received this based on program performance)
- 2011 Quality Award (only received by the top 4% of agencies based on quality and length of matches)
- 2011 Top 3 in National Mid-Market for agency of the year

PROFESSIONAL EXPERIENCE

Assistant Director of Elder Services May 2012-Present Community Action Program, Belknap-Merrimack Counties, Inc. Concord, NH. Supervise and support Center Directors in management and service delivery operations at ten multi-purpose Senior centers. Coordinate site level implementation of agency/program policies and procedures, outreach plans, social service activities. Areas of responsibility include volunteer services, grant-writing, transportation, senior centers and nutrition program.

- ~ Assist site managers in development and implementation of social services, outreach and public relations plans, volunteer networks and site advisory councils
- ~ Assist Program Director in developing and implementing new program initiatives and collaborative efforts with community Agencies. Assist with grant-writing activities to include wellness programs, United Way applications and other local fundraising activities
- ~ Complete regular site visits to assess performance and provide direction and support

Director of Programs 2006 – October, 2011* Big Brothers Big Sisters of the Greater Seacoast, Portsmouth NH (*Two years as School/Site Manager). Managed daily operations and all aspects of agency programming for 320 child program; supervised, counseled, and coached professional staff of ten along with UNH intern staff, and volunteer mentors; developed and planned strategy for creating and expanding programs; designed and implemented new safety protocols for staff and volunteers; provided crisis management for families and volunteers experiencing difficulties; drafted and re-wrote agency policies, training guides, manuals, and forms; provided public presentations to create partnerships, recruit volunteers; established a successful and complex holiday giving program through community partnerships; helped plan and organize agency marketing events; designed monthly e-newsletter, marketing emails; planned monthly activities and educational experiences for children in program.

Selected Achievements

- Match rate growth of 6%.
- Led match support team to increase contact rates from 67% to 89%; on time rates from 21% to 77%.

- *Completely rebuilt volunteer training program, making it highly organized and mandatory, with increased safety protocols.*
- *Re-designed e-newsletter and created a circulation from once a quarter to once a month.*
- *Established extremely successful holiday giving program, increasing sponsorship from 5 to over 25 families.*
- *Improved quality of program events and activities, and increased frequency from one event per quarter to two events a month.*

Facilitator, Co-Parenting Class (Part-time) 2007 - 2009, Families First, Portsmouth, NH

Designed court-ordered course for parents experiencing conflict during separation, divorce, and child custody; worked with them to settle issues peaceably with focus on the child; developed comprehensive training guide, syllabus, and lesson plan for attendees.

Selected Achievements

- *Created highly successful curriculum designed to reduce the trauma of family conflict in the wake of a previously defunct program.*
- *Achieved course ratings which were "off the charts," according to the program coordinator, and revitalized the presentation of extremely difficult subject matter in a fair and measured way for attendees in high conflict situations.*

Attorney/Guardian ad Litem 1994 - 2007, Self-Employed, Dover, NH.

Advocated for abused and neglected children in NH court system; established detailed case plan, identified family's needs and ensured child's safety and well-being; networked with DCYF, mental health agencies, and other legal professionals; resolved conflict and assisted parties in arriving at common goal for family; supplied court with persuasive written and verbal reports of family's progress; provided instruction and training for area agencies and support groups on issues regarding abuse and neglect.

Selected Achievements

- *Successfully advocated in the adoption of over twenty children.*
- *Participated in the successful reunification of over ten families.*
- *Assisted in the transition of 5 teens from group home to work force or college.*

Moderator, Child Impact Seminar (Pt-time) 1994 -1997, Strafford Guidance Center, Dover NH

Co-facilitated training for divorcing parents to peacefully negotiate and resolve custodial issues; provided information and support to help parents work through issues and make connections with appropriate agencies for further support; assisted them in determining the best plan to protect their children from potential parental conflict.

Family Outreach/ MIMS Caseworker (also with Strafford Guidance Center, 1994-1997)

Supported identified families with education and training in parenting and life skills; developed treatment plan for family's goal achievements; provided crisis intervention and family stabilization; supervised visits in DCYF abuse and neglect cases and monitored in accordance with case plan.

Associate Attorney 1992 - 1994, The NLS Group, Portsmouth, NH

Assisted in creation of company title division; trained and supervised the title abstracting staff; served as legal consultant for title problems and questions.

EDUCATION

Juris Doctor, Sept 1987 - May 1991, Suffolk University Law School, Boston, MA

Special Interests: Family/Juvenile Law

Honors: Dean's List

Bachelor of Arts, Sept 1980 - May 1983, University of New Hampshire, Durham, NH

Major: Political Science

Minor: Theatre/Dance/Psychology

Honors: Dean's List

PROFESSIONAL ASSOCIATIONS

NH Notary Public

● Court Certified Guardians ad Litem

NH Bar Association

Member Family and Juvenile Law Sections, NHBA



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
Nutrition and 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 Rowbotham 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 Rowbotham
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

Administrative Billing Manager 2008-Present

- ◆ 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 of this fast paced medical practice including payroll, accounts payable, staff development and review, staff scheduling, and balancing the general ledger
- ◆ Opened and distributed all incoming mail
- ◆ Drafted and revised a variety of letters and memos to inform the staff of important information or changes regarding the company's policies
- ◆ Cross-trained staff members to assist during times of shortages
- ◆ 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
- ◆ Responsible for releasing medical records in compliance with the HIPAA laws

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

Homeplace of America Germantown, MD 1998-2001

Retail Associate cross-trained in all areas of the retail store

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

Hospital Corpsman-positions included: Clinical Supervisor, Data Processor, and Administrative Assistant.

Education **Southern Illinois University-Carbondale** 2001

Bachelor of Science in Health Care Management

STEVEN E. GREGOIRE

PROFESSIONAL EXPERIENCE:

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Budget Analyst, June 2012 - Current

- Assist the Deputy Director and Program Directors in the development, management and monitoring of all program and housing budgets.
- Monitoring of grant awards, ensuring all statutory, regulatory and financial requirements are met.
- Assists the Deputy Director with the development of risk management policies, procedures and controls for programs and the agency.

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

- Collaboration with intake personnel regarding client applications.
- Review and certification of fuel and electrical applications for program compliance.

THE BEAN GROUP, Portsmouth, NH

Licensed Realtor, Sept 2010 – April 2011

- Helping buyers identify properties that meet their needs.
- Helping clients determine the value of property they want to sell.
- Preparation of market analysis statistics.

MEREDITH VILLAGE SAVINGS BANK, Meredith NH

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

- Responsible for the bank's regulatory compliance and Bank Secrecy Act programs.
- Served as bank's Bank Secrecy Act Officer.
- Received three "Always an Excellent Customer Experience" (AECE) awards during tenure at the bank. AECE awards exemplify positive teamwork experiences.
- Continued responsibility for all duties held as VP Finance & VP Compliance Officer.

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

- Graduate from the New England School of Banking at Williams College, July 2003
- Provided input as a member of the following bank committees: Compliance Oversight Committee, Risk Committee, Loan Review Committee, Total Quality Management Committee, Information Security Committee, Equity Investment Committee and Community Reinvestment Act Committee.
- Served as Quality Control Administrator for bank's secondary loan market activities.
- Continued responsibility for all duties held as Assistant Treasurer & Compliance officer.

Assistant Treasurer & Compliance Officer, Sept 1998 – April 2002

- Responsible for review, analysis, and completion of financial and regulatory reports.
- Coordinated all external audit and regulatory agency examinations.
- Coordinated preparation of annual budget and annual report with bank's CFO.
- Developed a system of controls for accounting transactions.
- Monitored variances from the budget and reported significant issues to the CFO.
- Dissemination of asset/liability information with the bank's outside ALCO consultant.
- Developed the bank's loan loss reserve calculation on a quarterly basis.
- Facilitated quarterly calculation of the bank's loan servicing asset with outside consultant.
- Provided financial analyses to members of senior staff as needed.
- Managed all bank insurance policies.
- Responsible for the bank's regulatory compliance program. Monitored all changes to Federal and State regulations and updated the bank's compliance program as needed. Researched regulatory issues and responded to compliance questions from bank personnel. Coordinated training programs to educate bank personnel about compliance requirements and procedures.

- Presentations to the Board of Trustees on issues requiring attention of the Board.
- Continued responsibility for all duties held as Assistant Treasurer.

Assistant Treasurer, June 1998 – Sept 1998

- Supervision of accounting department staff.
- Responsible for treasury functions and accounts payable system for the institution.

NH STATE BANKING DEPARTMENT, Concord, NH

Bank Examiner III, March 1995 - June 1998

- Served as a lead examiner for regulatory examinations of NH banks and credit unions.
- Development and presentation of examination conclusions and recommendations to board members at supervised financial institutions.
- Attended seven regulatory schools at Federal Deposit Insurance Corporation Seidman Training facility in Arlington VA. Also attended a number of National Credit Union Administration sponsored training courses while with the Banking Department. (A list of regulatory training can be provided upon request.)
- Continued responsibility for all duties held as Bank Examiner II.

Bank Examiner II, April 1994 – March 1995

- Classification and documentation of problem assets.
- Examination and interpretation of loan appraisals.
- Review of bank investment portfolios.
- Continued responsibility for all duties held as Bank Examiner I.

Bank Examiner I, March 1992 – April 1994

- Joined NH Banking Department shortly after several major NH banks had been merged under the direction of the FDIC and NH Banking Department.
- Worked as a member of examination team to ascertain institutions' financial condition.
- Review of bank and credit union financial statements.
- Interaction with financial institution personnel to assure reporting accuracies.
- Credit review of loans and analysis of bank loan portfolios.
- Held loan discussions with bank personnel to assure proper classification of problem loans.

STEVE'S MAINTENANCE SERVICE, Meredith & Bow NH

Owner / Operator, March 1988 – Current

- Building manager for wife's duplex rental apartment building in Concord NH.
- Full time operation of maintenance business from March 1988 – March 1992
- Full time operation of business from Jan 2009 – June 2012.
- General maintenance and repair services for residential properties.
- Business had broadened its mission to provide varied home maintenance services to both residential and commercial clients.
- Previously certified as a certified Residential Building Analyst & Envelope Professional by the Building Performance Institute (BPI)

MEREDITH LUMBER INC., Meredith NH

Vice President, Sept 1983 – February 1988

- Responsibilities involved general operations and building material sales.
- Accomplishments included automation of accounts receivable function, resolving inventory loss problems and insuring high quality customer service.

EDUCATION

Bentley College, Waltham, MA

Bachelor of Science Degree in Management May 1983

Associates of Science Degree in Accountancy May 1983

VOLUNTEER AND COMMUNITY ORGANIZATIONS

Meredith Rotary Club, Meredith NH (1988 – March 2010)

- Club President 1998 - 1999
- Club Secretary 2003 - 2006
- Assistant Treasurer 2009 – March 2010
- Proposed Club Treasurer 2010 - 2011
- 1995 Meredith Rotary Great Rotary Fishing Derby Chairman. Managed 60 volunteer Rotarians for annual fundraiser event with gross revenues of \$160,000.
- Responsible for computer operations and validation of data input each annual Rotary derby.

Town of Meredith NH

- Town Treasurer, 1993 - 1996

Greater Meredith Program, Meredith NH (a/k/a Main Street Program (1997 – April 2010)

- Served as a founding organizer of local economic development organization.
- Secretary 1998 – 1999 Secretary
- Board President 2002
- Treasurer 2003 – 2008
- Managed organization through difficult financial period in 2002.
- Interim Board President Oct 2009 – April 2010

Meredith Emergency Food Pantry, Meredith NH (At Community Action Office)

- Board member and advocate for program 1995 – January 2009

New Frontier Industries Inc., Milton NH

- Board member 2005 – Sept 2008
- Advocate for \$5.5M non-profit mixed plastics recycling project.
- New Frontier Industries was previously owned by Northeast Resource Recovery Association.

Kidworks Learning Center, Meredith NH

- Board member 2008 – January 2009
- 100 member child care center with annual budget of approx. \$650,000.

COMMUNITY AWARDS

- 1999 Rotary Paul Harris award recipient from Meredith Rotary Club.
- 2007 Meredith Chamber Of Commerce Citizenship of the Year Award for service to community.
- Town of Meredith Community Award Recognition in 2010 Annual Meredith Town Report.

References available upon request

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.

RALPH LITTLEFIELD

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

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

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start Claremont, New Hampshire

June 1971 – General Services Director

Community Action Program Belknap-Merrimack Counties, Inc.

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

**Nutrition and Transportation Services
10/1/2016 – 9/30/2018**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ralph Littlefield	Executive Director	\$ 140,639	0%	\$ 0.00
Kathy Lavigne	Chief Accountant	\$ 63,960	.5%	\$ 320.00
Steven Gregoire	Budget Analyst	\$ 35,841	2%	\$ 725.00
Pam Jolivette	Director, Elder Services	\$ 69,882	70%	\$ 48,917.00

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-04)

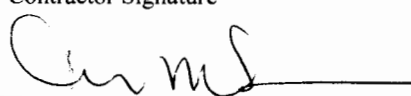
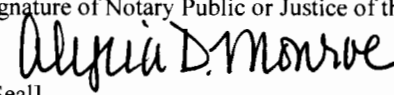
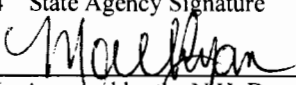
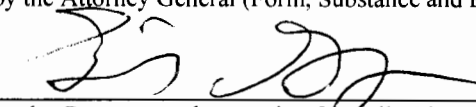
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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  [Seal]			
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



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- 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.



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- 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.



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- 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.



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- 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.



Exhibit A

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- 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.



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- 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



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- 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.



Exhibit A

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- 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 devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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



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 ¹²⁰60 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: 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: 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.

Exhibit G

Contractor Initials

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

**New Hampshire Department of Health and Human Services
Exhibit G**



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

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

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

Contractor Name: Easter Seals NH, Inc.

12/2/16

Date

Name: Tina Sharby
Title: CHRO

Exhibit G

Contractor Initials

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



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.

Name: Tina Sharby
Title: CHRO

12/2/16
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<p>_____ The State</p> <p><i>Maureen Ryan</i> _____ Signature of Authorized Representative</p> <p><i>Maureen Ryan</i> _____ Name of Authorized Representative</p> <p><i>Director, OHS</i> _____ Title of Authorized Representative</p> <p><i>12/6/16</i> _____ Date</p>	<p>Easter Seals NH, Inc. _____ Name of the Contractor</p> <p><i>Tina Sharby</i> _____ Signature of Authorized Representative</p> <p>Tina Sharby _____ Name of Authorized Representative</p> <p>CHRO _____ Title of Authorized Representative</p> <p><i>12/2/16</i> _____ Date</p>
---	---



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?

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 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 formed November 6, 1967. 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 13th day of April A.D. 2016

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

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 New Hampshire, 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 April 13, 2016 :
(Date)

RESOLVED: That the Chief Human Resources 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 2nd day of December, 2016.
(Date Contract Signed)

4. Tina Sharby is the duly elected Chief Human Resources 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 2nd day of Dec, 2016.

By Betty Burke
(Name of Elected Officer of the Agency)

Alycia D. Monroe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires



Client#: 497072

EASTESEA7

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2016

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

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


PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	NAIC # 23850
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Host Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK1540533	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1540533	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHUB553571	09/01/2016	09/01/2017	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK1540533	09/01/2016	09/01/2017	\$2,219,050 \$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., STS, Inc., Agency Realty, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., -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 Department of Health & Human Services, State of NH 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 
---	--

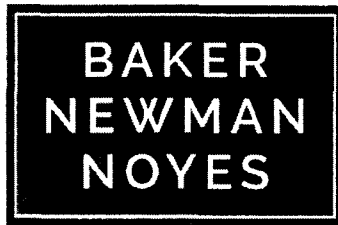
DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Purpose Statement:

To change the way the world defines and views disability by making profound, positive differences in people's lives every day.



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2015 and 2014
With Independent Auditors' Report*

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2015 and 2014

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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, 2015 and 2014, 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, 2015 and 2014, 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

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 consolidating 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.

As discussed in note 1, effective August 31, 2015, Easter Seals NH transferred its sole member interest in Easter Seals New York, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals New York, Inc. at August 31, 2015, while the results of operations of Easter Seals New York, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 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 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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire
December 10, 2015


Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 5,615,095	\$ 2,757,134
Accounts receivable from affiliates	98,710	341,653
Program and other accounts receivable, less contractual allowance of \$1,896,800 in 2015 and \$218,900 in 2014, and allowance for doubtful accounts of \$936,400 in 2015 and \$440,800 in 2014	7,114,280	10,122,747
Contributions receivable, less allowance for doubtful accounts of \$26,500 in 2015 and \$45,400 in 2014	605,256	705,374
Current portion of assets limited as to use	315,065	300,046
Prepaid expenses and other current assets	<u>1,214,353</u>	<u>678,326</u>
Total current assets	14,962,759	14,905,280
Assets limited as to use, net of current portion	1,009,131	986,277
Fixed assets, net	22,946,025	25,094,383
Property held for sale	1,081,662	1,289,894
Bond issuance costs, net	59,145	235,113
Investments, at fair value	12,255,793	13,833,046
Beneficial interest in trusts held by others and other assets	<u>356,459</u>	<u>1,550,919</u>
	<u>\$52,670,974</u>	<u>\$57,894,912</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 262,356	\$ 2,197,904
Accounts payable	1,879,211	1,907,743
Accrued expenses	4,162,793	4,251,482
Current portion of deferred revenue	1,131,777	858,258
Current portion of capital lease obligation	58,886	-
Current portion of interest rate swap agreements	442,045	615,570
Current portion of long-term debt	<u>745,011</u>	<u>4,228,339</u>
Total current liabilities	8,682,079	14,059,296
Deferred revenue, net of current portion	971,667	999,167
Other liabilities	1,010,108	987,185
Capital lease obligation, net of current portion	81,612	-
Interest rate swap agreements, less current portion	2,377,922	2,714,243
Long-term debt, less current portion	<u>19,363,038</u>	<u>18,976,300</u>
Total liabilities	32,486,426	37,736,191
Net assets:		
Unrestricted	14,685,373	14,189,337
Temporarily restricted	1,024,433	944,862
Permanently restricted	<u>4,474,742</u>	<u>5,024,522</u>
Total net assets	<u>20,184,548</u>	<u>20,158,721</u>
	<u>\$52,670,974</u>	<u>\$57,894,912</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 612,565	\$ 853,731	\$ 14,300	\$ 1,480,596
Special events, net of related direct costs of \$1,047,735	67,806	1,415,710	-	1,483,516
Annual campaigns, net of related direct costs of \$104,418	399,236	32,906	-	432,142
Bequests	492,019	-	-	492,019
Net assets released from restrictions	<u>1,998,486</u>	<u>(1,998,486)</u>	<u>-</u>	<u>-</u>
Total public support	3,570,112	303,861	14,300	3,888,273
Revenue:				
Fees and grants from governmental agencies	71,965,474	-	-	71,965,474
Other fees and grants	24,111,552	-	-	24,111,552
Sales to public	4,375,698	-	-	4,375,698
Dividend and interest income	391,263	11,569	-	402,832
Rental income	33,929	-	-	33,929
Other	<u>124,778</u>	<u>-</u>	<u>-</u>	<u>124,778</u>
Total revenue	<u>101,002,694</u>	<u>11,569</u>	<u>-</u>	<u>101,014,263</u>
Total public support and revenue	104,572,806	315,430	14,300	104,902,536
Operating expenses:				
Program services:				
Public health education	410,886	-	-	410,886
Professional education	17,435	-	-	17,435
Direct services	<u>91,613,311</u>	<u>-</u>	<u>-</u>	<u>91,613,311</u>
Total program services	92,041,632	-	-	92,041,632
Supporting services:				
Management and general	9,785,646	-	-	9,785,646
Fundraising	<u>1,808,377</u>	<u>-</u>	<u>-</u>	<u>1,808,377</u>
Total supporting services	<u>11,594,023</u>	<u>-</u>	<u>-</u>	<u>11,594,023</u>
Total functional expenses	103,635,655	-	-	103,635,655
Support of National programs	<u>119,969</u>	<u>-</u>	<u>-</u>	<u>119,969</u>
Total operating expenses	<u>103,755,624</u>	<u>-</u>	<u>-</u>	<u>103,755,624</u>
Increase in net assets from operations	817,182	315,430	14,300	1,146,912

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (227,568)	\$ -	\$ -	\$ (227,568)
Net unrealized and realized losses on investments	(407,029)	(223)	-	(407,252)
Decrease in fair value of beneficial interest in trusts held by others	-	-	(62,423)	(62,423)
Loss on sales and disposals of property, plant and equipment	(10,248)	-	-	(10,248)
Other nonoperating losses	<u>(128,854)</u>	<u>-</u>	<u>-</u>	<u>(128,854)</u>
	<u>(773,699)</u>	<u>(223)</u>	<u>(62,423)</u>	<u>(836,345)</u>
 Increase (decrease) in net assets before effects of discontinued operations	 43,483	 315,207	 (48,123)	 310,567
 (Loss) gain from discontinued operations – see note 13	 <u>(204,672)</u>	 <u>588</u>	 <u>-</u>	 <u>(204,084)</u>
 (Decrease) increase in net assets before effects of deconsolidation of affiliate	 (161,189)	 315,795	 (48,123)	 106,483
 Deconsolidation of affiliate – see note 12	 <u>657,225</u>	 <u>(236,224)</u>	 <u>(501,657)</u>	 <u>(80,656)</u>
 Total increase (decrease) in net assets	 496,036	 79,571	 (549,780)	 25,827
 Net assets at beginning of year	 <u>14,189,337</u>	 <u>944,862</u>	 <u>5,024,522</u>	 <u>20,158,721</u>
 Net assets at end of year	 <u>\$ 14,685,373</u>	 <u>\$ 1,024,433</u>	 <u>\$ 4,474,742</u>	 <u>\$ 20,184,548</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 744,262	\$ 542,179	\$ 13,813	\$ 1,300,254
Special events, net of related direct costs of \$819,901	1,059,080	756,895	-	1,815,975
Annual campaigns, net of related direct costs of \$67,889	468,261	33,589	-	501,850
Bequests	448,558	-	-	448,558
Net assets released from restrictions	<u>1,356,595</u>	<u>(1,356,595)</u>	<u>-</u>	<u>-</u>
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	-	-	67,725,297
Other fees and grants	25,094,296	-	-	25,094,296
Sales to public	4,270,196	-	-	4,270,196
Dividend and interest income	742,337	3,613	-	745,950
Rental income	65,204	-	-	65,204
Other	<u>459,188</u>	<u>-</u>	<u>-</u>	<u>459,188</u>
Total revenue	<u>98,356,518</u>	<u>3,613</u>	<u>-</u>	<u>98,360,131</u>
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	-	-	515,992
Professional education	29,065	-	-	29,065
Direct services	<u>89,987,134</u>	<u>-</u>	<u>-</u>	<u>89,987,134</u>
Total program services	90,532,191	-	-	90,532,191
Supporting services:				
Management and general	9,419,570	-	-	9,419,570
Fundraising	<u>2,006,939</u>	<u>-</u>	<u>-</u>	<u>2,006,939</u>
Total supporting services	<u>11,426,509</u>	<u>-</u>	<u>-</u>	<u>11,426,509</u>
Total functional expenses	101,958,700	-	-	101,958,700
Support of National programs	<u>122,586</u>	<u>-</u>	<u>-</u>	<u>122,586</u>
Total operating expenses	<u>102,081,286</u>	<u>-</u>	<u>-</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (594,854)	\$ —	\$ —	\$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	—	1,534,950
Increase in fair value of beneficial interest in trusts held by others	—	—	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	—	—	14,352
Other nonoperating losses	<u>(249,092)</u>	<u>—</u>	<u>—</u>	<u>(249,092)</u>
	<u>667,370</u>	<u>37,986</u>	<u>574,970</u>	<u>1,280,326</u>
Increase in net assets before effects of discontinued operations	1,019,358	17,667	588,783	1,625,808
(Loss) gain from discontinued operations – see note 13	<u>(1,476,117)</u>	<u>1,958</u>	<u>—</u>	<u>(1,474,159)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(456,759)	19,625	588,783	151,649
Deconsolidation of affiliate – see note 12	<u>(121,612)</u>	<u>(200)</u>	<u>(5,719,267)</u>	<u>(5,841,079)</u>
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	<u>14,767,708</u>	<u>925,437</u>	<u>10,155,006</u>	<u>25,848,151</u>
Net assets at end of year	\$ <u>14,189,337</u>	\$ <u>944,862</u>	\$ <u>5,024,522</u>	\$ <u>20,158,721</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾		Total	Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising		2015	2014
Salaries and related expenses	\$266,566	\$ -	\$69,238,797	\$6,748,845	\$1,383,953	\$ 8,132,798	\$ 77,638,161	\$ 76,853,418
Professional fees	44,355	-	8,014,027	1,712,094	143,867	1,855,961	9,914,343	9,507,742
Supplies	5,523	-	2,781,733	70,514	62,361	132,875	2,920,131	2,678,244
Telephone	2,281	-	566,186	230,608	12,182	242,790	811,257	867,273
Postage and shipping	4,403	-	50,702	32,136	7,518	39,654	94,759	113,004
Occupancy	13,086	-	3,803,408	319,989	107,174	427,163	4,243,657	4,080,405
Outside printing, artwork and media	29,816	-	33,277	6,881	24,478	31,359	94,452	127,027
Travel	4,503	-	2,413,578	56,187	18,676	74,863	2,492,944	2,594,923
Conventions and meetings	28,768	17,435	232,396	58,465	35,804	94,269	372,868	370,574
Specific assistance to individuals	30	-	1,259,253	11,748	119	11,867	1,271,150	1,245,460
Dues and subscriptions	527	-	20,071	14,455	3,526	17,981	38,579	40,839
Minor equipment purchases and equipment rental	205	-	129,087	113,830	1,224	115,054	244,346	369,656
Ads, fees and miscellaneous	10,290	-	102,593	15,093	4,464	19,557	132,440	43,776
Interest	-	-	1,013,647	249,464	-	249,464	1,263,111	1,176,216
Facility tax assessment	-	-	226,703	-	-	-	226,703	182,791
Depreciation and amortization	533	-	1,727,853	145,337	3,031	148,368	1,876,754	1,707,352
	<u>\$410,886</u>	<u>\$17,435</u>	<u>\$91,613,311</u>	<u>\$9,785,646</u>	<u>\$1,808,377</u>	<u>\$11,594,023</u>	<u>\$ 103,635,655</u>	<u>\$ 101,958,700</u>
	0.39%	0.02%	88.40%	9.44%	1.75%	11.19%	100.00%	100.00%

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	
Salaries and related expenses	\$377,333	\$ -	\$68,675,876	\$6,215,011	\$1,585,198	\$ 7,800,209	\$ 76,853,418
Professional fees	20,447	-	7,603,267	1,739,786	144,242	1,884,028	9,507,742
Supplies	5,348	-	2,573,547	70,007	29,342	99,349	2,678,244
Telephone	2,103	-	546,513	306,174	12,483	318,657	867,273
Postage and shipping	5,776	-	60,188	37,433	9,607	47,040	113,004
Occupancy	13,740	-	3,567,064	382,641	116,960	499,601	4,080,405
Outside printing, artwork and media	44,572	-	45,428	6,951	30,076	37,027	127,027
Travel	5,695	-	2,515,521	47,958	25,749	73,707	2,594,923
Conventions and meetings	36,240	29,065	208,482	57,207	39,580	96,787	370,574
Specific assistance to individuals	(1)	-	1,232,641	12,820	-	12,820	1,245,460
Dues and subscriptions	-	-	23,206	14,917	2,716	17,633	40,839
Minor equipment purchases and equipment rental	537	-	256,918	106,538	5,663	112,201	369,656
Ads, fees and miscellaneous	4,075	-	30,638	5,316	3,747	9,063	43,776
Interest	-	-	934,985	241,231	-	241,231	1,176,216
Facility tax assessment	-	-	182,791	-	-	-	182,791
Depreciation and amortization	127	-	1,530,069	175,580	1,576	177,156	1,707,352
	<u>\$515,992</u>	<u>\$29,065</u>	<u>\$89,987,134</u>	<u>\$9,419,570</u>	<u>\$2,006,939</u>	<u>\$11,426,509</u>	<u>\$ 101,958,700</u>
	0.51%	0.03%	88.26%	9.24%	1.96%	11.20%	100.00%

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 25,827	\$ (5,689,430)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,880,579	1,771,703
Bad debt provision (benefit)	1,350,516	(265,007)
Decrease (increase) in fair value of beneficial interest in trusts held by others	62,423	(574,970)
Net loss on sales and disposals of property, plant and equipment and property held for sale and impairment losses	62,958	125,346
Change in fair value of interest rate swaps	227,568	594,855
Net unrealized and realized losses (gains) on investments	407,252	(1,534,950)
Deconsolidation of affiliates – see note 12	80,656	5,841,079
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(84,823)	(94,182)
Program and other accounts receivable	(1,096,689)	1,348,396
Contributions receivable	(109,179)	(20,090)
Prepaid expenses and other current assets	(739,716)	102,454
Other assets	597,247	81,516
Accounts payable and accrued expenses	1,862,708	304,390
Deferred revenue	741,405	(61,478)
Other liabilities	<u>22,923</u>	<u>(380,273)</u>
Net cash provided by operating activities	5,291,655	1,549,359
Cash flows from investing activities:		
Purchases of property, plant and equipment	(7,095,514)	(1,244,361)
Proceeds from sale of property, plant and equipment and property held for sale	218,514	15,225
Cash provided for deconsolidation of affiliate	(812,975)	(21,440)
Decrease in investments, net	463,159	1,709,413
Change in assets limited as to use	<u>(37,873)</u>	<u>265,625</u>
Net cash (used) provided by investing activities	(7,264,689)	724,462
Cash flows from financing activities:		
Repayment of long-term debt	(971,570)	(825,393)
Issuance of long-term debt	4,636,600	280,575
Repayments on lines of credit	(26,490,368)	(53,526,692)
Borrowings on lines of credit	<u>27,656,333</u>	<u>51,512,202</u>
Net cash provided (used) by financing activities	<u>4,830,995</u>	<u>(2,559,308)</u>
Increase (decrease) in cash and cash equivalents	2,857,961	(285,487)
Cash and cash equivalents, beginning of year	<u>2,757,134</u>	<u>3,042,621</u>
Cash and cash equivalents, end of year	<u>\$ 5,615,095</u>	<u>\$ 2,757,134</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>1,301,000</u>	\$ <u>1,201,000</u>

In 2015, Easter Seals NH acquired fixed assets under capital leases totaling \$259,604.

In 2015 and 2014, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals New York, Inc. and Easter Seals Connecticut, Inc., respectively, to unrelated parties (see note 12). During 2014, Easter Seals New Hampshire, Inc. transferred property with a net carrying value of \$607,088 from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

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 New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); 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).

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Additionally, on July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12. The accompanying consolidated statements of activities include the results of operations of Easter Seals NY and Easter Seals CT through the date Easter Seals NH's sole member interest was transferred.

On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

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, New York (prior to deconsolidation), Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut (prior to deconsolidation).

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. 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,811,000 and \$2,483,000, respectively, of cash and cash equivalents, and approximately \$1,322,000 and \$2,512,000, respectively, of investments were on-hand under this practice as of August 31, 2015 and 2014, respectively.

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 nonoperating 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 Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts 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 nonoperating 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 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on property held for sale of \$139,698 in 2014, which is recorded in other nonoperating losses. No impairment losses were recognized in 2015.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

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. Intangible assets at August 31, 2015 and 2014 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

2016	\$ 33,130
2017	33,130
2018	33,130
2019	33,130
2020	33,130
Thereafter	<u>33,132</u>
	<u>\$198,782</u>

Amortization expense recognized for the patient list in 2015 and 2014 totaled \$33,130.

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 believes that no long-lived assets were impaired at August 31, 2015 and 2014.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2015 and 2014 was \$9,638.

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. Easter Seals NY recognized additional revenue of approximately \$17,000 in 2015 and \$8,000 in 2014 due to favorable rate adjustments approved by the State of New York.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2015 and 2014. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2015 and 2014, the facility tax assessment due by Easter Seals NY was approximately \$95,000 and \$136,000, respectively. See also Note 12 regarding the deconsolidation of Easter Seals NY on August 31, 2015.

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 collectibility 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 (benefit) in 2015 and 2014 totaled \$1,350,516 and \$(265,007), respectively. The increase in bad debt provision in 2015 is attributed to greater volume in certain payor classes at Manchester Alcoholism Rehabilitation Center. Contractual allowances for program and other accounts receivable at August 31, 2015 and 2014 were \$1,896,800 and \$218,900, respectively. The increase in contractual allowances in 2015 was due to a higher volume of services provided at Manchester Alcoholism Rehabilitation Center 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 \$6,262,000 and \$6,802,000 for the years ended August 31, 2015 and 2014, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

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.

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. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2012.

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.

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 agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2015 and 2014, Easter Seals NH had recognized a liability of \$2,819,967 and \$3,329,813, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized decreases in net assets of \$227,568 and \$594,854, respectively, for the years ended August 31, 2015 and 2014 in the accompanying consolidated statements of activity and changes in net assets.

Increase (Decrease) 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 (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for Easter Seals NH's fiscal year ending August 31, 2017, with early adoption permitted. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2015-03 on Easter Seals NH's consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360)*. The amendments change the criteria for reporting discontinued operations, while enhancing disclosures in this area. Those amendments also address sources of confusion and inconsistent application related to financial reporting of discontinued operations guidance in accounting principles generally accepted in the United States. Under the new guidance, only disposals representing a strategic shift in operations are presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. In addition, the new guidance requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. The guidance of the ASU will be effective for Easter Seals NH's fiscal year ending August 31, 2016. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2014-08 on Easter Seals NH's consolidated financial statements.

Reclassifications

Certain 2014 amounts have been reclassified to permit comparison with the 2015 consolidated financial statements presentation format.

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 10, 2015, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

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, 2015 and 2014 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>			
Camping program	\$ 2,464	\$ 364,869	\$ 367,333
Other programs	11,088	367,319	378,407
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>
<u>2014</u>			
Camping program	\$ 3,072	\$ 364,869	\$ 367,941
Other programs	33,332	353,019	386,351
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2015 and 2014, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2013	\$ 20,831	\$4,317,279	\$4,338,110
Investment return:			
Investment income, net of fees	22,617	–	22,617
Net appreciation (realized and unrealized)	970,963	–	970,963
Contributions	–	13,816	13,816
Appropriated for expenditure	<u>(978,007)</u>	<u>–</u>	<u>(978,007)</u>
Net endowment assets, August 31, 2014	36,404	4,331,095	4,367,499
Investment return:			
Investment income, net of fees	35,554	–	35,554
Net appreciation (realized and unrealized)	639,357	–	639,357
Contributions	–	14,300	14,300
Appropriated for expenditure	<u>(697,763)</u>	<u>–</u>	<u>(697,763)</u>
Net endowment assets, August 31, 2015	<u>\$ 13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2015 and 2014 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted (See Note 11)</u>	<u>Total Non- Endowment Net Assets</u>
<u>2015</u>				
Seniors program	\$ 158,256	\$ 6,107	\$ –	\$ 164,363
Veterans program	132,433	760,869	–	893,302
Other programs	–	210,980	–	210,980
Operations	<u>14,394,684</u>	<u>32,925</u>	<u>129,347</u>	<u>14,556,956</u>
Total non-endowment net assets	<u>\$14,685,373</u>	<u>\$1,010,881</u>	<u>\$129,347</u>	<u>\$15,825,601</u>
<u>2014</u>				
Seniors program	\$ –	\$ 23,866	\$ –	\$ 23,866
Veterans program	263,880	9,702	–	273,582
India initiative	104,600	668,198	–	772,798
Other programs	–	174,192	–	174,192
Operations	<u>13,820,857</u>	<u>32,500</u>	<u>693,427</u>	<u>14,546,784</u>
Total non-endowment net assets	<u>\$14,189,337</u>	<u>\$ 908,458</u>	<u>\$693,427</u>	<u>\$15,791,222</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

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, 2015 or 2014.

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. 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 \$2,104,000 and \$2,420,000 for the years ended August 31, 2015 and 2014, 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, 2015, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2016	\$863,060
2017	536,361
2018	277,729
2019	106,124
2020	21,237

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

4. Leases (Continued)

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expired in February 2014. Total rental income earned under this sublease agreement for the year ended August 31, 2014 was approximately \$65,000.

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Rent expense under this agreement for the year ended August 31, 2015 was \$38,321. The carrying value of assets recorded under the capital lease totaled \$134,095, net of accumulated amortization of \$44,724, at August 31, 2015. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying 2015 consolidated statement of functional expenses. Interest expense recognized on the capital lease in 2015 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2015 are as follows:

2016	\$58,886
2017	60,617
2018	20,995

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2015</u>	<u>2014</u>
Buildings	\$ 25,247,764	\$ 27,225,674
Land and land improvements	2,897,690	2,696,051
Leasehold improvements	140,663	997,631
Office equipment and furniture	8,416,695	9,679,631
Vehicles	2,936,154	3,250,383
Construction in progress	<u>66,541</u>	<u>296,043</u>
	39,705,507	44,145,413
Less accumulated depreciation and amortization	<u>(16,759,482)</u>	<u>(19,051,030)</u>
	<u>\$ 22,946,025</u>	<u>\$ 25,094,383</u>

Depreciation and amortization expense related to fixed assets totaled \$1,837,811 and \$1,728,935 in 2015 and 2014, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2015 and 2014 totaled \$3,825 and \$64,351, 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 has been recorded as deferred revenue at August 31, 2015 and 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 452,024	\$ 523,616
Marketable equity securities	1,552,683	1,883,153
Mutual funds	10,636,952	11,634,793
Corporate and foreign bonds	620,550	711,063
Government and agency securities	<u>317,780</u>	<u>366,744</u>
	13,579,989	15,119,369
Less: assets limited as to use	<u>(1,324,196)</u>	<u>(1,286,323)</u>
Total investments, at fair value	<u>\$12,255,793</u>	<u>\$13,833,046</u>

The composition of assets limited as to use at August 31, 2015 and 2014 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.

	<u>2015</u>	<u>2014</u>
Under a deferred compensation plan (see note 7):		
Investments	\$1,009,131	\$ 986,277
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>315,065</u>	<u>300,046</u>
Total assets limited as to use	<u>\$1,324,196</u>	<u>\$1,286,323</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2015</u>	<u>2014</u>
Unrestricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	\$ 391,263	\$ 742,337
Net unrealized (losses) gains	(686,996)	668,363
Net realized gains	<u>279,967</u>	<u>828,601</u>
	(15,766)	2,239,301
Restricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	11,569	3,613
Net unrealized (losses) gains	(28,827)	20,109
Net realized gains	<u>28,604</u>	<u>17,877</u>
	<u>11,346</u>	<u>41,599</u>
	<u>\$ (4,420)</u>	<u>\$2,280,900</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

7. 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. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$546,000 and \$673,000 for the years ended August 31, 2015 and 2014, 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 \$85,000 and \$128,000 to this plan during the years ended August 31, 2015 and 2014, respectively. The assets and liabilities associated with this plan were \$1,009,131 and \$986,277 at August 31, 2015 and 2014, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	<u>2015</u>	<u>2014</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.03% at August 31, 2015) through December 2034, annual principal payments continually increasing from \$420,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	\$13,875,000	\$14,275,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, monthly principal and interest payments ranging from \$10,650 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (see deconsolidation of affiliate – note 12)	–	4,929,360
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.27% at August 31, 2015), interest only payments through June 2015, after which monthly principal and interest payments are required through the maturity in June 2018, secured by an interest in certain property with a net book value of \$3,799,172 at August 31, 2015	3,377,160	3,482,580
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016	80,847	197,002
Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, paid in full in August 2015	–	37,353

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

	<u>2015</u>	<u>2014</u>
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$144 to \$2,923 payable monthly through dates ranging from September 2018 through March 2020, secured by vehicles with a net book value of \$346,760 at August 31, 2015	\$ 315,440	\$ 283,344
Mortgage note payable to a bank with a fixed rate of 4.25%. Principal and interest of \$12,200 payable monthly, due February 2030, secured by an interest in certain property with a net book value of \$3,304,776 at August 31, 2015	<u>2,459,602</u>	<u>—</u>
	20,108,049	23,204,639
Less current portion	<u>745,011</u>	<u>4,228,339</u>
	<u>\$19,363,038</u>	<u>\$18,976,300</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2016	\$ 745,011
2017	693,186
2018	3,749,484
2019	572,502
2020	566,120
Thereafter	<u>13,781,746</u>
	<u>\$20,108,049</u>

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 seven notes payable totaling \$182,756 and \$283,344 at August 31, 2015 and 2014, 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 through June 2017. 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 ten notes payable totaling \$132,684 at August 31, 2015 that originated under this agreement. Availability under this agreement at August 31, 2015 is \$367,316.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY, through its deconsolidation on August 31, 2015, and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank through September 1, 2015, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in October 2014: Easter Seals NH \$3.225 million, Easter Seals NY \$3.5 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2015 and 2014 were \$262,356, for both years, related to Harbor Schools, and \$1,935,548 at August 31, 2014 related to Easter Seals NY (see deconsolidation of affiliate – note 12). All outstanding balances were paid off on September 1, 2015, (subsequent to year end), and this line of credit was replaced with that described below.

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 \$59,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% 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 Agency Realty, Inc., Easter Seals VT, and Manchester Alcoholism Rehabilitation Center. As a result of the deconsolidation of Easter Seals NY discussed in note 12, Easter Seals NY has been removed as borrower and guarantor under this revolving line of credit. 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. There was no outstanding balance at August 31, 2015.

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$315,065 and \$300,046 at August 31, 2015 and 2014, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,046,062 each (expiring and subject to renewal on March 15, 2016, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,046,062 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$181,000 and \$183,000 in 2015 and 2014, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036. See deconsolidation of affiliate – note 12.

Mortgage Notes Payable

On December 5, 2014, Easter Seals NY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The interest rate charged on the outstanding borrowings is fixed at 3.66% for the first 60 months. Thereafter, as of the first day of the sixty first (61st) month, the interest rate will re-set to 1.75% per annum in excess of the five-year bank cost of funds rate as of the re-set date. Monthly principal and interest payments are \$9,153, and all remaining outstanding principal and interest is due on January 2025. The note is secured by the property. Additionally, this note was guaranteed by Easter Seals NH through August 31, 2015 when the guarantee was terminated (see deconsolidation of affiliate – note 12).

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 interest rate charged is fixed at 4.25%. 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.

Note Payable

On September 15, 2014, Easter Seals NY entered into a \$63,045 note payable to finance the purchase of equipment. The interest rate charged on the outstanding borrowings is fixed at 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014, and all remaining outstanding principal and interest is due in October 2017. The note is secured by the equipment financed (see deconsolidation of affiliate – note 12).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$13,875,000 and \$14,275,000 at August 31, 2015 and 2014, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.03% at August 31, 2015).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 at August 31, 2014 which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR) (see deconsolidation of affiliate – note 12).

Excluding interest rate swap agreements of Easter Seals NY for 2015, the fair value of the above interest rate swap agreements totaled \$2,819,967 and \$3,329,813 at August 31, 2015 and 2014, respectively, \$442,045 and \$615,570 of which was current at August 31, 2015 and 2014, respectively. During the years ended August 31, 2015 and 2014 net payments required by the agreements, including Easter Seals NY, totaled \$618,445 and \$674,448, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 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, 2015, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

9. 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

10. Related Party Transactions

Approximately 12% and 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for the years ended August 31, 2015 and 2014, respectively. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014, Easter Seals NY had a receivable of \$334,352 from Easter Seals, Inc. related to amounts due under this grant. Membership fees to Easter Seals, Inc. were \$119,969 and \$122,586 for the years ended August 31, 2015 and 2014, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

Easter Seals NH has an amount due from Easter Seals NY of \$98,710 at August 31, 2015, which is expected to be received in 2016 (see also note 12). Easter Seals NH also had an amount due from Easter Seals CT of \$7,301 at August 31, 2014, which was received in 2015 (see also note 12).

11. 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.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

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, 2015 and 2014.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market 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 Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds 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.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

At August 31, 2015 and 2014, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 452,024	\$ —	\$ —	\$ 452,024
Marketable equity securities:				
Large-cap	957,876	—	—	957,876
International	594,807	—	—	594,807
Mutual funds, open-ended:				
Short-term fixed income	2,736,504	—	—	2,736,504
Intermediate-term bond fund	972,183	—	—	972,183
High yield bond fund	243,935	—	—	243,935
Foreign bond	14,089	—	—	14,089
Government securities	746,217	—	—	746,217
International equities	786,193	—	—	786,193
Domestic, large-cap	1,095,893	—	—	1,095,893
Domestic, mid-cap	49,538	—	—	49,538
Domestic, small-cap	3,520	—	—	3,520
Domestic, Multi Alt	404,922	—	—	404,922
Real estate fund	125,629	—	—	125,629
Mutual funds, closed-ended:				
Domestic, large-cap	2,470,333	—	—	2,470,333
Domestic, mid-cap	501,299	—	—	501,299
Domestic, small-cap	192,844	—	—	192,844
International equity	293,853	—	—	293,853
Corporate and foreign bonds	—	620,550	—	620,550
Government and agency securities	—	317,780	—	317,780
	<u>\$12,641,659</u>	<u>\$938,330</u>	<u>\$ —</u>	<u>\$13,579,989</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 15,496	\$ —	\$ —	\$ 15,496
Marketable equity securities:				
Large-cap	93,067	—	—	93,067
Mutual funds:				
Domestic fixed income	—	20,784	—	20,784
	<u>\$ 108,563</u>	<u>\$ 20,784</u>	<u>\$ —</u>	<u>\$ 129,347</u>
Liabilities:				
Interest rate swap agreements	\$ —	\$ —	\$2,819,967	\$ 2,819,967

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 523,616	\$ —	\$ —	\$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	—	—	1,238,248
International	644,905	—	—	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	—	—	3,562,348
Intermediate-term bond fund	824,376	—	—	824,376
High yield bond fund	264,363	—	—	264,363
Foreign bond	14,168	—	—	14,168
Government securities	752,030	—	—	752,030
International equities	784,490	—	—	784,490
Domestic, large-cap	1,500,128	—	—	1,500,128
Domestic, mid-cap	147,920	—	—	147,920
Domestic, small-cap	3,480	—	—	3,480
Domestic, Multi Alt	112,233	—	—	112,233
Real estate fund	128,303	—	—	128,303
Mutual funds, closed-ended:				
Domestic, large-cap	2,510,846	—	—	2,510,846
Domestic, mid-cap	508,556	—	—	508,556
Domestic, small-cap	193,682	—	—	193,682
International equity	326,879	—	—	326,879
Commodity	991	—	—	991
Corporate and foreign bonds	—	711,063	—	711,063
Government and agency securities	—	366,744	—	366,744
	<u>\$14,041,562</u>	<u>\$1,077,807</u>	<u>\$ —</u>	<u>\$15,119,369</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 16,172	\$ —	\$ —	\$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	—	283,504
Small-cap	—	33,685	—	33,685
International	—	72,307	—	72,307
Emerging markets	46,695	—	—	46,695
Mutual funds:				
Domestic fixed income	—	133,076	—	133,076
International fixed income	30,821	—	—	30,821
Commodity	42,050	—	—	42,050
Real estate investment trust	35,117	—	—	35,117
	<u>\$ 396,654</u>	<u>\$ 296,773</u>	<u>\$ —</u>	<u>\$ 693,427</u>
Liabilities:				
Interest rate swap agreements	\$ —	\$ —	\$ 3,329,813	\$ 3,329,813

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. 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, 2015 and 2014:

	<u>Interest Rate Swaps</u>
Beginning balance, August 31, 2013	\$(2,758,346)
Unrealized loss, net	(594,854)
Decrease due to deconsolidation of affiliate – see note 12	<u>23,387</u>
Ending balance, August 31, 2014	(3,329,813)
Unrealized loss, net	(227,568)
Decrease due to deconsolidation of affiliate – see note 12	<u>737,414</u>
Ending balance, August 31, 2015	<u>\$(2,819,967)</u>

Excluding interest rate swaps held by deconsolidated affiliates (see note 12), the net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2015 and 2014 were \$227,568 and \$594,854, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

12. Deconsolidation of Related Entity

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals NY were transferred to Fedcap effective August 31, 2015. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals NY. Easter Seals NH recognized a decrease in net assets of \$80,656 as a result of the deconsolidation of Easter Seals NY. The accompanying 2015 consolidated financial statements include the operating results of Easter Seals NY for the period from September 1, 2014 through August 31, 2015.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals NY for the years ended August 31, 2015 and 2014 and Easter Seals CT for the period ended July 31, 2014 are as follows:

	<u>Easter Seals NY</u> <u>August 31, 2015</u>	<u>Easter Seals NY</u> <u>August 31, 2014</u>	<u>Easter Seals CT</u> <u>July 31, 2014</u> <u>(Unaudited)</u>
Assets:			
Cash and cash equivalents	\$ 812,975	\$ 858,787	\$ 21,440
Program and other accounts receivable, net	3,291,793	3,039,832	18,572
Assets limited as to use	—	—	3,548,526
Investments, at fair value	706,842	900,840	256,832
Beneficial interests in trust held by others	501,660	563,738	5,719,267
Fixed assets, net	7,592,335	5,361,330	1,879,966
Other assets	<u>370,019</u>	<u>452,940</u>	<u>24,828</u>
Total assets	13,275,624	11,177,467	11,469,431
Liabilities:			
Line of credit	(3,101,513)	(1,935,548)	—
Accounts payable	(940,713)	(1,435,010)	—
Deferred revenue	(222,027)	(51,562)	(3,138,717)
Accrued expenses	(944,467)	(917,617)	—
Long-term debt	(6,802,401)	(4,966,713)	(2,365,500)
Interest rate swap agreement	(737,414)	(660,433)	—
Capital lease obligation	(78,325)	—	—
Other liabilities	<u>(368,108)</u>	<u>(239,506)</u>	<u>(124,135)</u>
Total liabilities	(13,194,968)	(10,206,389)	(5,628,352)
Net assets	<u>\$ 80,656</u>	<u>\$ 971,078</u>	<u>\$ 5,841,079</u>
	<u>Year Ended</u> <u>August 31, 2015</u>	<u>Year Ended</u> <u>August 31, 2014</u>	<u>11-Month</u> <u>Period Ended</u> <u>July 31, 2014</u> <u>(Unaudited)</u>
Total public support and revenue	\$ 28,576,469	\$ 29,130,350	\$ 1,027,556
Total operating expenses	(29,757,863)	(29,888,051)	(856,861)
Other nonoperating expenses, gains and losses, net	<u>(273,772)</u>	<u>(141,883)</u>	<u>778,724</u>
Increase (decrease) in net assets before discontinued operations	<u>\$ (1,455,166)</u>	<u>\$ (899,584)</u>	<u>\$ 949,419</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Losses from discontinued operations within Easter Seals NY for years ended August 31, 2015 and 2014 were \$63,854 and \$192,456, respectively. Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 were \$454,230. Total increase (decrease) in net assets for Easter Seals NY for the year ended August 31, 2015 includes the forgiveness of accounts payable and loan to affiliates of \$628,598.

13. 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.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

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.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2015 and 2014 are as follows:

	<u>Harbor Schools</u>		<u>New York</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total assets	\$ 881,802	\$878,144	\$ 21,047	\$ 32,929
Total liabilities	645,381	648,892	61,380	44,511
Net assets (deficit):				
Unrestricted	187,136	180,556	(40,033)	(11,582)
Temporarily restricted	25,459	24,870	—	—
Permanently restricted	23,826	23,826	—	—

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

13. Discontinued Operations (Continued)

	<u>Maine</u>		<u>New Hampshire</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total assets	\$ -	\$ 825	\$256,980	\$800,810
Total liabilities	-	-	-	31,783
Net assets:				
Unrestricted	-	825	256,980	769,027

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2015 and 2014 are as follows:

	<u>Harbor Schools</u>		<u>New York</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total public support and revenue	\$ 50,578	\$ 22,127	\$ -	\$ -
Operating expenses	(42,885)	(70,891)	(47,408)	(192,456)
Other nonoperating expense, gains or (losses)	(524)	830	-	-
Loss on sale of properties, net	<u>-</u>	<u>-</u>	<u>(16,446)</u>	<u>-</u>
Total increase (decrease) in net assets	\$ <u>7,169</u>	\$ <u>(47,934)</u>	\$ <u>(63,854)</u>	\$ <u>(192,456)</u>

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total public support and revenue	\$ (302)	\$ 4,667	\$ -	\$ 57,166	\$ 19,096	\$ 1,276,909
Operating expenses	-	(42,262)	-	(511,596)	(119,573)	(2,018,853)
Gain (loss) on sale of properties, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>200</u>	<u>(46,620)</u>	<u>-</u>
Total decrease in net assets	\$ <u>(302)</u>	\$ <u>(37,595)</u>	\$ <u>-</u>	\$ <u>(454,230)</u>	\$ <u>(147,097)</u>	\$ <u>(741,944)</u>

14. Concentrations

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' investment portfolio consists of diversified investments, which are subject to market risk. No investments exceeded 10% of investments as of August 31, 2015.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2015

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:								
Cash and cash equivalents	\$ 5,571,356	\$ 700	\$ 42,539	\$ 500	\$ -	\$ -	\$ -	\$ 5,615,095
Accounts receivable from affiliates	1,326,663	2,012,939	-	-	-	-	(3,240,892)	98,710
Program and other accounts receivable, net	6,390,110	428,089	190,115	102,466	3,500	-	-	7,114,280
Contributions receivable, net	543,356	6,700	22,857	32,343	-	-	-	605,256
Current portion of assets limited as to use	315,065	-	-	-	-	-	-	315,065
Prepaid expenses and other current assets	<u>1,150,385</u>	<u>10,611</u>	<u>42,367</u>	<u>10,790</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,214,353</u>
Total current assets	15,297,135	2,459,039	297,878	146,099	3,500	-	(3,240,892)	14,962,759
Assets limited as to use, net of current portion	1,009,131	-	-	-	-	-	-	1,009,131
Fixed assets, net	22,832,042	55,042	29,292	29,649	-	-	-	22,946,025
Property held for sale	252,645	-	-	-	829,017	-	-	1,081,662
Bond issuance costs, net	59,145	-	-	-	-	-	-	59,145
Investments, at fair value	12,206,508	-	-	-	49,285	-	-	12,255,793
Beneficial interest in trusts held by others and other assets	321,926	-	-	34,533	-	-	-	356,459
	<u>\$51,978,532</u>	<u>\$2,514,081</u>	<u>\$ 327,170</u>	<u>\$ 210,281</u>	<u>\$ 881,802</u>	<u>\$ -</u>	<u>\$ (3,240,892)</u>	<u>\$52,670,974</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Lines of credit	\$ -	\$ -	\$ -	\$ -	\$ 262,356	\$ -	\$ -	\$ 262,356
Accounts payable	1,861,772	13,946	1,068	2,425	-	-	-	1,879,211
Accrued expenses	4,084,707	22,980	41,272	13,283	551	-	-	4,162,793
Accounts payable to affiliates	-	-	2,756,262	123,156	361,474	-	(3,240,892)	-
Current portion of deferred revenue	1,034,952	51,748	24,077	-	21,000	-	-	1,131,777
Current portion of capital lease obligation	58,886	-	-	-	-	-	-	58,886
Current portion of interest rate swap agreements	442,045	-	-	-	-	-	-	442,045
Current portion of long-term debt	745,011	-	-	-	-	-	-	745,011
Total current liabilities	8,227,373	88,674	2,822,679	138,864	645,381	-	(3,240,892)	8,682,079
Deferred revenue, net of current portion	971,667	-	-	-	-	-	-	971,667
Other liabilities	1,010,108	-	-	-	-	-	-	1,010,108
Capital lease obligation, net of current portion	81,612	-	-	-	-	-	-	81,612
Interest rate swap agreements, less current portion	2,377,922	-	-	-	-	-	-	2,377,922
Long-term debt, less current portion	19,363,038	-	-	-	-	-	-	19,363,038
Total liabilities	32,031,720	88,674	2,822,679	138,864	645,381	-	(3,240,892)	32,486,426
Net assets (deficit):								
Unrestricted	14,588,670	2,417,858	(2,516,780)	8,489	187,136	-	-	14,685,373
Temporarily restricted	941,759	7,549	21,271	28,395	25,459	-	-	1,024,433
Permanently restricted	4,416,383	-	-	34,533	23,826	-	-	4,474,742
Total net assets (deficit)	19,946,812	2,425,407	(2,495,509)	71,417	236,421	-	-	20,184,548
	<u>\$51,978,532</u>	<u>\$2,514,081</u>	<u>\$ 327,170</u>	<u>\$ 210,281</u>	<u>\$ 881,802</u>	<u>\$ -</u>	<u>\$(3,240,892)</u>	<u>\$52,670,974</u>

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Current assets:									
Cash and cash equivalents	\$ 1,887,115	\$ 600	\$ 10,132	\$ 500	\$ -	\$ -	\$ 858,787	\$ -	\$ 2,757,134
Accounts receivable from affiliates	6,110,436	911,119	-	-	-	-	334,353	(7,014,255)	341,653
Program and other accounts receivable, net	6,565,059	763,220	164,545	160,355	3,500	-	2,466,068	-	10,122,747
Contributions receivable, net	492,586	-	1,843	21,534	-	-	189,411	-	705,374
Current portion of assets limited as to use	300,046	-	-	-	-	-	-	-	300,046
Prepaid expenses and other current assets	<u>352,244</u>	<u>1,475</u>	<u>36,840</u>	<u>7,722</u>	<u>-</u>	<u>-</u>	<u>280,045</u>	<u>-</u>	<u>678,326</u>
Total current assets	15,707,486	1,676,414	213,360	190,111	3,500	-	4,128,664	(7,014,255)	14,905,280
Assets limited as to use, net of current portion	986,277	-	-	-	-	-	-	-	986,277
Fixed assets, net	19,655,095	31,222	24,514	22,222	-	-	5,361,330	-	25,094,383
Property held for sale	463,947	-	-	-	825,947	-	-	-	1,289,894
Bond issuance costs, net	62,218	-	-	-	-	-	172,895	-	235,113
Investments, at fair value	12,883,509	-	-	-	48,697	-	900,840	-	13,833,046
Beneficial interest in trusts held by others and other assets	<u>898,413</u>	<u>-</u>	<u>-</u>	<u>38,768</u>	<u>-</u>	<u>-</u>	<u>613,738</u>	<u>-</u>	<u>1,550,919</u>
	<u>\$50,656,945</u>	<u>\$1,707,636</u>	<u>\$ 237,874</u>	<u>\$ 251,101</u>	<u>\$ 878,144</u>	<u>\$ -</u>	<u>\$11,177,467</u>	<u>\$ (7,014,255)</u>	<u>\$57,894,912</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Current liabilities:									
Lines of credit	\$ -	\$ -	\$ -	\$ -	\$ 262,356	\$ -	\$ 1,935,548	\$ -	\$ 2,197,904
Accounts payable	1,431,692	12,425	940	3,898	-	-	458,788	-	1,907,743
Accrued expenses	3,267,969	15,892	34,088	8,220	7,696	-	917,617	-	4,251,482
Accounts payable to affiliates	3,023,524	-	2,562,288	99,631	352,590	-	976,222	(7,014,255)	-
Current portion of deferred revenue	523,300	12,557	5,000	83	26,250	-	291,068	-	858,258
Current portion of interest rate swap agreements	474,355	-	-	-	-	-	141,215	-	615,570
Current portion of long-term debt	4,064,386	-	-	-	-	-	163,953	-	4,228,339
Total current liabilities	12,785,226	40,874	2,602,316	111,832	648,892	-	4,884,411	(7,014,255)	14,059,296
Deferred revenue, net of current portion	999,167	-	-	-	-	-	-	-	999,167
Other liabilities	987,185	-	-	-	-	-	-	-	987,185
Interest rate swap agreements, less current portion	2,195,025	-	-	-	-	-	519,218	-	2,714,243
Long-term debt, less current portion	14,173,540	-	-	-	-	-	4,802,760	-	18,976,300
Total liabilities	31,140,143	40,874	2,602,316	111,832	648,892	-	10,206,389	(7,014,255)	37,736,191
Net assets (deficit):									
Unrestricted	14,428,086	1,666,763	(2,422,354)	100,501	180,556	-	235,785	-	14,189,337
Temporarily restricted	690,526	(1)	57,912	-	24,870	-	171,555	-	944,862
Permanently restricted	4,398,190	-	-	38,768	23,826	-	563,738	-	5,024,522
Total net assets (deficit)	19,516,802	1,666,762	(2,364,442)	139,269	229,252	-	971,078	-	20,158,721
	\$50,656,945	\$1,707,636	\$ 237,874	\$ 251,101	\$ 878,144	\$ -	\$11,177,467	\$ (7,014,255)	\$57,894,912

* Includes Agency Realty, Inc., Webster Place, Inc. 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, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Public support and revenue:								
Public support:								
Contributions	\$ 730,807	\$ 15,252	\$ 121,753	\$ 84,306	\$ -	\$ 534,478	\$ (6,000)	\$ 1,480,596
Special events, net	1,070,232	4,572	48,920	80,945	-	278,847	-	1,483,516
Annual campaigns, net	363,600	13,426	41,561	13,555	-	-	-	432,142
Bequests	459,167	-	-	-	-	32,852	-	492,019
Total public support	2,623,806	33,250	212,234	178,806	-	846,177	(6,000)	3,888,273
Revenue:								
Fees and grants from governmental agencies	41,393,156	4,096,507	1,743,157	1,170,710	-	23,561,944	-	71,965,474
Other fees and grants	19,058,227	655,514	244,805	47,930	-	4,105,076	-	24,111,552
Sales to public	4,375,698	-	-	-	-	-	-	4,375,698
Dividend and interest income	353,829	-	-	1,554	-	56,733	(9,284)	402,832
Rental income	27,390	-	-	-	-	6,539	-	33,929
Intercompany revenue	2,390,406	-	-	-	-	-	(2,390,406)	-
Other	123,805	-	41	932	-	-	-	124,778
Total revenue	67,722,511	4,752,021	1,988,003	1,221,126	-	27,730,292	(2,399,690)	101,014,263
Total public support and revenue	70,346,317	4,785,271	2,200,237	1,399,932	-	28,576,469	(2,405,690)	104,902,536
Operating expenses:								
Program services:								
Public health education	285,591	4,370	-	21,125	-	99,800	-	410,886
Professional education	23,435	-	-	-	-	-	(6,000)	17,435
Direct services	58,214,130	4,108,875	2,044,378	1,237,113	-	26,104,067	(95,252)	91,613,311
Total program services	58,523,156	4,113,245	2,044,378	1,258,238	-	26,203,867	(101,252)	92,041,632

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Supporting services:								
Management and general	\$ 8,603,810	\$ 435,732	\$ 195,933	\$ 142,268	\$ -	\$ 2,710,841	\$ (2,302,938)	\$ 9,785,646
Fundraising	<u>902,347</u>	<u>2,317</u>	<u>90,061</u>	<u>62,583</u>	<u>-</u>	<u>751,069</u>	<u>-</u>	<u>1,808,377</u>
Total supporting services	<u>9,506,157</u>	<u>438,049</u>	<u>285,994</u>	<u>204,851</u>	<u>-</u>	<u>3,461,910</u>	<u>(2,302,938)</u>	<u>11,594,023</u>
Total functional expenses	68,029,313	4,551,294	2,330,372	1,463,089	-	29,665,777	(2,404,190)	103,635,655
Support of National programs	<u>26,793</u>	<u>-</u>	<u>630</u>	<u>460</u>	<u>-</u>	<u>92,086</u>	<u>-</u>	<u>119,969</u>
Total operating expenses	<u>68,056,106</u>	<u>4,551,294</u>	<u>2,331,002</u>	<u>1,463,549</u>	<u>-</u>	<u>29,757,863</u>	<u>(2,404,190)</u>	<u>103,755,624</u>
Increase (decrease) in net assets from operations	2,290,211	233,977	(130,765)	(63,617)	-	(1,181,394)	(1,500)	1,146,912
Other nonoperating expenses, gains and losses:								
Change in fair value of interest rate swaps	(150,587)	-	-	-	-	(76,981)	-	(227,568)
Net realized and unrealized losses on investments	(381,953)	-	-	-	-	(25,299)	-	(407,252)
Increase (decrease) in fair value of beneficial interest in trusts held by others	3,890	-	-	(4,235)	-	(62,078)	-	(62,423)
(Loss) gain on sales and disposals of property, plant and equipment	(11,938)	-	-	-	-	1,690	-	(10,248)
Other nonoperating expenses	<u>(17,750)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(111,104)</u>	<u>-</u>	<u>(128,854)</u>
Capital transfer	(558,338)	-	-	(4,235)	-	(273,772)	-	(836,345)
(Loss) gain from discontinued operations	<u>(523,877)</u>	<u>523,877</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>(148,597)</u>	<u>-</u>	<u>(302)</u>	<u>-</u>	<u>7,169</u>	<u>(63,854)</u>	<u>1,500</u>	<u>(204,084)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	1,059,399	757,854	(131,067)	(67,852)	7,169	(1,519,020)	-	106,483
Deconsolidation of affiliate	<u>(629,389)</u>	<u>791</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>547,942</u>	<u>-</u>	<u>(80,656)</u>
Total increase (decrease) in net assets	430,010	758,645	(131,067)	(67,852)	7,169	(971,078)	-	25,827
Net assets (deficit) at beginning of year	<u>19,516,802</u>	<u>1,666,762</u>	<u>(2,364,442)</u>	<u>139,269</u>	<u>229,252</u>	<u>971,078</u>	<u>-</u>	<u>20,158,721</u>
Net assets (deficit) at end of year	<u>\$ 19,946,812</u>	<u>\$ 2,425,407</u>	<u>\$ (2,495,509)</u>	<u>\$ 71,417</u>	<u>\$ 236,421</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,184,548</u>

* Includes Agency Realty, Inc., Webster Place Inc., 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, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 660,025	\$ 783	\$ 188,715	\$ 35,175	\$ -	\$ 5,902	\$ 409,654	\$ -	\$ 1,300,254
Special events, net	990,162	2,390	16,735	132,955	-	12,446	661,287	-	1,815,975
Annual campaigns, net	398,950	10,731	19,340	48,824	-	24,005	-	-	501,850
Bequests	<u>220,764</u>	<u>-</u>	<u>-</u>	<u>1,710</u>	<u>-</u>	<u>8,129</u>	<u>217,955</u>	<u>-</u>	<u>448,558</u>
Total public support	2,269,901	13,904	224,790	218,664	-	50,482	1,288,896	-	4,066,637
Revenue:									
Fees and grants from governmental agencies	37,890,398	3,257,409	2,142,632	1,114,188	-	248,623	23,072,047	-	67,725,297
Other fees and grants	19,739,085	669,021	37,471	61,137	-	9,862	4,577,720	-	25,094,296
Sales to public	4,270,196	-	-	-	-	-	-	-	4,270,196
Dividend and interest income	339,121	-	-	1,472	-	373,818	56,794	(25,255)	745,950
Rental income	1,032	-	-	-	-	-	64,746	(574)	65,204
Intercompany revenue	2,317,520	-	-	-	-	-	66,035	(2,383,555)	-
Other	<u>133,957</u>	<u>285</u>	<u>172</u>	<u>5,341</u>	<u>-</u>	<u>344,771</u>	<u>4,112</u>	<u>(29,450)</u>	<u>459,188</u>
Total revenue	<u>64,691,309</u>	<u>3,926,715</u>	<u>2,180,275</u>	<u>1,182,138</u>	<u>-</u>	<u>977,074</u>	<u>27,841,454</u>	<u>(2,438,834)</u>	<u>98,360,131</u>
Total public support and revenue	66,961,210	3,940,619	2,405,065	1,400,802	-	1,027,556	29,130,350	(2,438,834)	102,426,768
Operating expenses:									
Program services:									
Public health education	258,038	245	74	3,551	-	386	253,698	-	515,992
Professional education	29,065	-	-	-	-	-	-	-	29,065
Direct services	<u>56,578,002</u>	<u>3,518,763</u>	<u>2,156,028</u>	<u>1,164,880</u>	<u>-</u>	<u>576,844</u>	<u>26,023,617</u>	<u>(31,000)</u>	<u>89,987,134</u>
Total program services	56,865,105	3,519,008	2,156,102	1,168,431	-	577,230	26,277,315	(31,000)	90,532,191

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Supporting services:									
Management and general	\$ 8,240,795	\$ 344,097	\$ 220,095	\$ 130,416	\$ -	\$ 147,814	\$ 2,722,667	\$ (2,386,314)	\$ 9,419,570
Fundraising	<u>862,957</u>	<u>319</u>	<u>90,098</u>	<u>141,535</u>	-	<u>129,258</u>	<u>796,555</u>	<u>(13,783)</u>	<u>2,006,939</u>
Total supporting services	<u>9,103,752</u>	<u>344,416</u>	<u>310,193</u>	<u>271,951</u>	-	<u>277,072</u>	<u>3,519,222</u>	<u>(2,400,097)</u>	<u>11,426,509</u>
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	-	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	<u>25,797</u>	-	<u>606</u>	<u>2,110</u>	-	<u>2,559</u>	<u>91,514</u>	-	<u>122,586</u>
Total operating expenses	<u>65,994,654</u>	<u>3,863,424</u>	<u>2,466,901</u>	<u>1,442,492</u>	-	<u>856,861</u>	<u>29,888,051</u>	<u>(2,431,097)</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	-	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	-	-	-	-	33,354	(183,550)	-	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	-	-	-	-	235,704	(4,020)	-	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	-	-	2,851	-	511,682	45,687	-	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	-	-	-	-	(2,016)	-	-	14,352
Other nonoperating expenses	<u>(249,092)</u>	-	-	-	-	-	-	-	<u>(249,092)</u>
	640,634	-	-	2,851	-	778,724	(141,883)	-	1,280,326
Loss from discontinued operations	<u>(741,943)</u>	-	<u>(37,595)</u>	-	<u>(48,439)</u>	<u>(461,463)</u>	<u>(192,456)</u>	<u>7,737</u>	<u>(1,474,159)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	865,247	77,195	(99,431)	(38,839)	(48,439)	487,956	(1,092,040)	-	151,649
Deconsolidation of affiliate	-	-	-	-	-	<u>(5,841,079)</u>	-	-	<u>(5,841,079)</u>
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	-	(5,689,430)
Net assets (deficit) at beginning of year	<u>18,651,555</u>	<u>1,589,567</u>	<u>(2,265,011)</u>	<u>178,108</u>	<u>277,691</u>	<u>5,353,123</u>	<u>2,063,118</u>	-	<u>25,848,151</u>
Net assets (deficit) at end of year	<u>\$ 19,516,802</u>	<u>\$ 1,666,762</u>	<u>\$ (2,364,442)</u>	<u>\$ 139,269</u>	<u>\$ 229,252</u>	<u>\$ -</u>	<u>\$ 971,078</u>	<u>\$ -</u>	<u>\$ 20,158,721</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Salaries and related expenses	\$ 49,574,053	\$ 3,577,628	\$ 1,834,414	\$ 1,096,869	\$ -	\$ 21,555,197	\$ -	\$ 77,638,161
Professional fees	7,415,575	533,058	189,755	193,494	-	3,971,367	(2,388,906)	9,914,343
Supplies	1,952,095	27,908	20,485	9,217	-	910,426	-	2,920,131
Telephone	622,842	21,360	12,500	10,012	-	144,543	-	811,257
Postage and shipping	59,319	912	2,089	2,076	-	30,363	-	94,759
Occupancy	2,444,094	111,515	174,786	88,416	-	1,424,846	-	4,243,657
Outside printing, artwork and media	62,529	847	8,333	6,390	-	16,353	-	94,452
Travel	2,100,674	162,775	14,650	42,013	-	172,832	-	2,492,944
Conventions and meetings	209,924	20,428	6,140	2,727	-	139,649	(6,000)	372,868
Specific assistance to individuals	935,227	76,105	36,556	618	-	222,644	-	1,271,150
Dues and subscriptions	25,403	-	980	676	-	11,520	-	38,579
Minor equipment purchases- and equipment rental	207,153	2,966	2,764	2,336	-	29,127	-	244,346
Ads, fees and miscellaneous	107,080	1,794	5,266	713	-	17,587	-	132,440
Interest	907,340	-	-	-	-	365,055	(9,284)	1,263,111
Facility tax assessment	-	-	-	-	-	226,703	-	226,703
Depreciation and amortization	1,406,005	13,998	21,654	7,532	-	427,565	-	1,876,754
	<u>\$ 68,029,313</u>	<u>\$ 4,551,294</u>	<u>\$ 2,330,372</u>	<u>\$ 1,463,089</u>	<u>\$ -</u>	<u>\$ 29,665,777</u>	<u>\$ (2,404,190)</u>	<u>\$ 103,635,655</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Salaries and related expenses	\$ 48,494,900	\$ 2,970,136	\$ 1,999,154	\$ 1,053,169	\$ -	\$ 544,811	\$ 21,791,248	\$ -	\$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	-	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	-	6,169	871,909	-	2,678,244
Telephone	684,805	15,065	6,345	9,051	-	3,934	148,073	-	867,273
Postage and shipping	70,760	1,033	3,123	2,173	-	1,280	34,635	-	113,004
Occupancy	2,097,572	85,308	168,892	84,892	-	49,802	1,593,939	-	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	-	449	41,120	-	127,027
Travel	2,231,402	118,835	6,591	39,351	-	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	-	9,710	156,942	-	370,574
Specific assistance to individuals	968,332	70,856	22,066	-	-	12,455	171,751	-	1,245,460
Dues and subscriptions	22,081	-	2,424	125	-	870	15,339	-	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	-	1,698	117,599	-	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	-	230	11,013	-	43,776
Interest	885,953	-	-	-	-	-	308,286	(18,023)	1,176,216
Bad debt provision	-	-	-	-	-	-	-	-	-
Facility tax assessment	-	-	-	-	-	-	182,791	-	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	-	2,696	385,817	-	1,707,352
	<u>\$ 65,968,857</u>	<u>\$ 3,863,424</u>	<u>\$ 2,466,295</u>	<u>\$ 1,440,382</u>	<u>\$ -</u>	<u>\$ 854,302</u>	<u>\$ 29,796,537</u>	<u>\$ (2,431,097)</u>	<u>\$ 101,958,700</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

Easter Seals New Hampshire, Inc.; 555 Auburn Street; Manchester, NH 03103
2016 Board of Directors

Chairman

Andrew MacWilliam

Past Chairman

Jim Bee

Vice Chairman

Tom Sullivan

Vice Chairman

Charles S. Goodwin

Treasurer

Matthew Boucher

Assistant Treasurer

Wendell Butcher

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Charles Panasis

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Sue MacDermott

Ben Gamache

Rick Courtemanche

Kurt Patten

Pam Telfer

David Goldberg

Bryan Bouchard

Bob Litterst

Barry LaBombarde

Leslie Thompson

General Counsel & Assistant Secretary

(non voting member)

Bradford Cook, Esq.

SHANNEN DURPHEY

[Redacted contact information]

PROFILE

Electrical, Mechanical Repairs

23 years combined experience in vehicle repair facilities. A.A.S. in Automotive Technology. Certificate of Completion General motors A.S.E.P. ASE Master Certification for Automotive and School Bus repair. ASE Truck repair and Parts certification. ASE Advanced Emissions and Engine certification. Maintained 3.7 gpa as Computer Science and Electrical Engineering major. Excellent diagnostic and problem solving ability.

EMPLOYMENT HISTORY

SPECIAL TRANSIT SERVICE, Manchester NH

Fleet Manager 2013 present

- Revised preventative maintenance schedules for fleet of 100+ vehicles
- Improved oil change and maintenance monitoring for vehicles at remote facilities
- Aligned accident and incident review process to meet agency's goals
- Transition paper based accident register to electronic records

Shop Foreman 2003-2013

- Implemented post repair quality assurance testing
- Performed initial diagnosis and assigned repairs
- Perform two-way radio system programming and updates
- Provide training for new technician
- Facilitated transition to new NH school bus inspection program
- Maintained and adjusted parts inventory to match needs of fleet

EDUCATION

GATEWAY TECHNICAL COMMUNITY COLLEGE, North Haven, CT

- Associates in Applied Science Automotive Technology
- Certified: General Motors Automotive Service Excellence Program
- Graduated with honors.

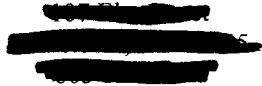
UNIVERSITY OF MASSACHUSETTS LOWELL, Lowell, MA

- Double majored in Electrical Engineering and Computer Science
- Recipient Dean's Scholarship for Academic Performance in Electrical Engineering
- 3.6 GPA Dean's list four semesters

Certifications:

- ASE Master Certification
- ASE Advanced Emissions Certification
- General Motors A.S.E.P. Certification
- General Motors Technician Training
- CADA Air Conditioning Service and Repair
- Snap-On Diagnostics Training
- Braun NHTSA Compliant Wheelchair Lift Training
- Hybrid vehicle battery and electrical system repair

MAUREEN GAGE



Work Experience:

Easter Seals NH 180 Zachary Road
Special Transit Service, Inc. Manchester, NH 03109

Operations Manager 2004 to present

- . Responsible for the daily management operations to facilitate the scheduled transportation deployment of over 80 vehicles
- . Supervise and evaluate dispatch, reservation, training , data management staff and driver team leaders
- . Prepare the data required by the agency’s business office for billing and other purposes
- . Prepare required reports for the Vice President and other agencies
- . Perform all other duties as may be assigned by the Vice President

Transportation Office Manager 2002 to 2004
Primary Dispatcher 2000 to 2004
Secondary Dispatcher 1997 to 2000

Goffstown Truck Center
 East Union Street
 Goffstown, NH 03045
Driver 1985 to 1997
Training Instructor 1985 to 1997

Education:

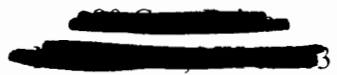
West High School
Manchester, NH 03102

Diploma with concentration in Business & Accounting

Awards:

Recipient of 1998 New Employee of the Year
Easter Seals of New Hampshire

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

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007
State Coordinating Council 2007 - Present

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

KEY ADMINISTRATIVE PERSONNEL
NH Department of Health and Human Services

Contractor Name: Easter Seals NH, Inc.

Name of Program: Nutrition and Transportation Services

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Larry Gammon	President & CEO	\$353,119	0.00%	\$0.00
Nancy Rollins	Chief Strategy Officer	\$117,000	0.00%	\$0.00
Elin Treanor	Chief Financial Officer	\$225,920	0.00%	\$0.00
Tina Sharby	Chief Human Resource Officer	\$152,650	0.00%	\$0.00
Susan Silsby	Sr Vice President - Programs	\$150,380	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-05)


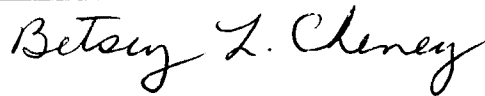
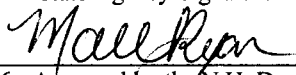
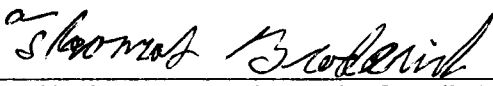
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Roberta J. Berner, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>12/2/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		 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		(Signature and Title from previous block)	
1.14 State Agency Signature 		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: <u>12/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

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- 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.



Exhibit A

- 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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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



Exhibit A

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.



Exhibit A

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- 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 devedined 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.



Exhibit A-1

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)



Exhibit B

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.



Exhibit B

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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.

Exhibit G

Contractor Initials

RJB

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Grafton County Senior Citizens Council, Inc.*

12-2-2016
Date

Roberta J. Berner
Name: *Roberta J. Berner*
Title: *Executive Director*

Exhibit G

Contractor Initials *RJB*

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



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*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

12/6/16
Date

Grafton County Senior Citizens Council, Inc.
Name of the Contractor

Roberta J. Berner
Signature of Authorized Representative

Roberta J. Berner
Name of Authorized Representative

Executive Director
Title of Authorized Representative

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 SFC.

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: 02841510
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:

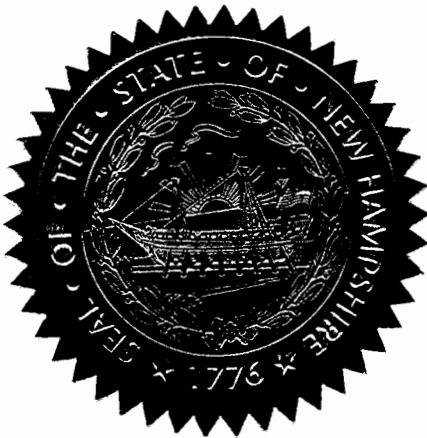
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of 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 formed July 13, 1972. 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 April A.D. 2016

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

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 April 28, 2014.

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 Roberta Berner is the duly elected President/Vice President/Treasurer/ Executive Director of this corporation and is still qualified and serving in such capacity.

12-2-2016
(Date)

Lawrence A. Kelly
Officer-Title LAWRENCE A. KELLY
VICE-PRESIDENT

“No corporate seal.”

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On December 2nd, 2016, 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.

Betsy L. Cheney
Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

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 April 28, 2014.

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 Roberta Berner is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

Nov. 22, 2014
(Date)

Flora Meyer, Treasurer
Officer-Title

“No corporate seal.”

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On November 22nd, 2014, 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:

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018



CERTIFICATE OF LIABILITY INSURANCE

GRAFT-5 OP ID: CH

DATE (MM/DD/YYYY)
11/08/2016

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

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

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle	CONTACT NAME: Sandra D. Delisle	
	PHONE (A/C, No, Ext): 802-295-3329	FAX (A/C, No): 802-296-6126
E-MAIL ADDRESS: sdelisle@kinneypike.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance Company		22292
INSURER B: Wesco Insurance Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Grafton County Senior Citizens Council Inc -
PO Box 433
Lebanon, NH 03766

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ZBV-8862911-06	10/25/2016	10/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ABV8808402-06	10/25/2016	10/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV 8882696-06	10/25/2016	10/25/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WWC3236676	11/13/2016	11/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Workers Compensation Statutory Coverage applies in NH. No Excluded Officers.

CERTIFICATE HOLDER**CANCELLATION**

STATENH

State of NH Dept. of Health & Human Services
129 Pleasant St
Concord, NH 03301

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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Supporting Aging in Community

Horse Meadow Senior Center
(N. Haverhill 787-2539)

Linwood Area Senior Services
(Lincoln 745-4705)

Littleton Area Senior Center
(Littleton 444-6050)

Mascoma Area Senior Center
(Canaan 523-4333)

Newfound Area Senior Services
(Bristol 744-8395)

Orford Area Senior Services
(Orford 353-9107)

Plymouth Regional Senior Center
(Plymouth 536-1204)

Upper Valley Senior Center
(Lebanon 448-4213)

Sponsoring

RSVP & The Volunteer Center
(toll-free 877-711-7787)

ServiceLink of Grafton County
(toll-free 866-634-9412)

*Grafton County
Senior Citizens Council, Inc.
is an equal opportunity provider.*

2016-17 Board of Directors

Patricia Brady, *President*
Larry Kelly, *Vice President*
Flora Meyer, *Treasurer*
Bob Muh, *Secretary*
Ralph Akins
Neil Castaldo
Ellen Flaherty
Carol Govoni
Clark Griffiths
Dick Jaeger
Craig Labore
Steve Marion
Rick Peck
Becky Smith
Frank Thibodeau

Roberta Berner, *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.

**GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.**

FINANCIAL STATEMENTS
September 30, 2015 and 2014

SINGLE AUDIT REPORTS
September 30, 2015

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
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, 2015 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, 2015 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

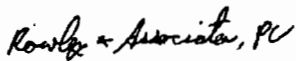
We have previously audited Grafton County Senior Citizens Council, Inc.'s 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 3, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2014, 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 14, 2016, 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, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2015 and 2014
See Independent Auditor's Report

ASSETS	2015	2014
CURRENT ASSETS		
Cash, unrestricted	\$ 17,670	\$ 10,615
Cash, board designated	47,249	40,340
Cash, temporarily restricted	14,586	19,689
Investments	324,889	383,299
Investments, Endowment	237,609	292,850
Accounts receivable	20,741	20,843
Grants receivable	361,398	173,644
Inventories	22,154	23,026
Prepaid expenses	89,993	30,990
	<u>1,136,289</u>	<u>995,296</u>
 LAND, BUILDING AND EQUIPMENT, at cost		
Land, buildings and improvements	2,497,855	2,494,394
Equipment	277,640	281,936
Vehicles	451,971	451,971
Construction in progress	131,293	3,850
Accumulated depreciation	<u>(1,661,168)</u>	<u>(1,524,139)</u>
	<u>1,697,591</u>	<u>1,708,012</u>
 Total Assets	 <u>2,833,880</u>	 <u>2,703,308</u>
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	91,384	50,603
Accrued expenses	136,648	114,222
Deferred revenue	35,738	32,408
Line of credit	119,985	70,000
Security deposits	325	325
	<u>384,080</u>	<u>267,558</u>
 NET ASSETS		
Unrestricted		
Operating	13,814	(13,808)
Board designated	471,088	571,866
Investment in fixed assets	<u>1,697,591</u>	<u>1,708,012</u>
	2,182,493	2,266,070
Temporarily restricted	128,648	25,057
Permanently restricted	<u>138,659</u>	<u>144,623</u>
	<u>2,449,800</u>	<u>2,435,750</u>
 Total Liabilities and Net Assets	 <u>\$ 2,833,880</u>	 <u>\$ 2,703,308</u>

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, 2015
With Comparative Totals For Year Ended September 30, 2014
See Independent Auditor's Report

	2015			2014	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Memorandum Total	Memorandum Total
SUPPORT, REVENUES AND GAINS					
SUPPORT					
Contributions:					
Local government agencies	\$ 366,070	\$ -	\$ -	\$ 366,070	\$ 346,905
Senior center activities	71,323	-	-	71,323	98,319
Program participant	268,650	-	-	268,650	274,572
General contributions and other	327,458	11,950	-	339,408	353,192
Contributions, non-cash	341,943	150,000	-	491,943	261,172
Special events	32,086	-	-	32,086	33,293
Bequests	38,328	-	-	38,328	1,413
United Way agencies	30,442	8,584	-	39,026	36,302
Governmental programs and fees for contract services	2,100,351	40,000	-	2,140,351	1,902,934
	<u>3,576,651</u>	<u>210,534</u>	<u>-</u>	<u>3,787,185</u>	<u>3,308,102</u>
REVENUES AND GAINS					
Rental	23,370	-	-	23,370	28,864
Interest and dividends	18,120	-	2,645	20,765	24,620
Net realized and unrealized gain (loss) on investments	(31,534)	-	(8,013)	(39,547)	36,435
Gain (loss) on disposal of fixed assets	-	-	-	-	656
	<u>9,956</u>	<u>-</u>	<u>(5,368)</u>	<u>4,588</u>	<u>90,575</u>
TOTAL SUPPORT, REVENUES AND GAINS	<u>3,586,607</u>	<u>210,534</u>	<u>(5,368)</u>	<u>3,791,773</u>	<u>3,398,677</u>
Net Assets Released From Donor Imposed Restrictions					
	<u>107,539</u>	<u>(106,943)</u>	<u>(596)</u>	<u>-</u>	<u>-</u>
EXPENSES					
PROGRAM SERVICES					
Senior transportation	639,230	-	-	639,230	620,960
Nutrition programs	2,086,373	-	-	2,086,373	1,976,706
Social services programs	118,042	-	-	118,042	128,614
Service Link	458,129	-	-	458,129	406,068
RSVP programs	110,893	-	-	110,893	98,700
Senior center activities	29,971	-	-	29,971	59,491
	<u>3,442,638</u>	<u>-</u>	<u>-</u>	<u>3,442,638</u>	<u>3,290,539</u>
SUPPORTING SERVICES					
Management and general	302,522	-	-	302,522	286,122
Fundraising	32,563	-	-	32,563	31,001
	<u>335,085</u>	<u>-</u>	<u>-</u>	<u>335,085</u>	<u>317,123</u>
TOTAL EXPENSES	<u>3,777,723</u>	<u>-</u>	<u>-</u>	<u>3,777,723</u>	<u>3,607,662</u>
NET INCREASE (DECREASE) IN NET ASSETS	<u>(83,577)</u>	<u>103,591</u>	<u>(5,964)</u>	<u>14,050</u>	<u>(208,985)</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,266,070</u>	<u>25,057</u>	<u>144,623</u>	<u>2,435,750</u>	<u>2,644,735</u>
NET ASSETS, END OF YEAR	<u>\$ 2,182,493</u>	<u>\$ 128,648</u>	<u>\$ 138,659</u>	<u>\$ 2,449,800</u>	<u>\$ 2,435,750</u>

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, 2015
(With Comparative Totals for the Year Ended September 30, 2014)
See Independent Auditor's Report

	PROGRAM SERVICES										SUPPORT		MEMORANDUM TOTALS	
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Management and General	Fund Raising	2015	2014				
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Salaries and wages	271,985	685,553	77,505	271,741	70,052	-	156,202	17,355	1,550,393	1,548,704				
Payroll taxes	20,891	50,918	5,768	20,073	5,161	-	12,901	1,434	117,146	117,133				
Fringe benefits	19,702	104,921	13,052	38,755	9,687	-	19,828	2,203	208,148	191,811				
Transportation	9,882	51,387	2,182	34,725	7,735	19	4,302	478	110,710	85,954				
Supplies	3,049	102,084	513	20,263	3,552	2,133	11,097	1,232	143,923	143,674				
Food and beverages	-	380,475	-	-	-	-	65	7	380,547	357,055				
Donated food and supplies	-	319,423	-	-	-	-	-	-	319,423	254,465				
Rent and utilities	29,462	129,234	1,920	15,403	1,448	-	2,671	297	180,435	171,397				
Vehicle expense	110,182	-	-	-	-	-	582	65	110,829	110,401				
Postage	1,346	6,403	87	1,115	806	276	4,292	477	14,802	17,431				
Repairs and maintenance	18,086	89,497	1,392	3,344	1,605	104	8,729	970	123,727	143,391				
Telephone and internet	3,963	15,728	359	4,511	952	-	377	42	25,932	25,332				
Professional Fees	-	-	-	1,740	-	-	44,184	4,910	50,834	24,554				
Bank and investment fees	67	700	-	-	611	-	7,087	118	8,583	8,767				
Interest expense	-	-	-	-	-	-	3,508	-	3,508	2,750				
Dues and subscriptions	922	681	30	68	228	-	2,403	267	4,599	3,439				
Insurance	51,451	95,858	14,155	31,171	4,793	-	9,440	1,062	207,930	138,531				
Marketing/public relations	208	685	39	2,660	547	-	1,895	211	6,245	5,860				
Printing and copying	2,673	2,115	115	2,269	1,013	30	1,993	221	10,429	13,003				
Staff development	247	1,080	34	1,962	322	-	673	75	4,393	4,302				
Volunteer recognition	1	85	-	84	117	288	331	37	943	1,762				
Miscellaneous expenses	57	417	6	646	50	-	847	94	2,117	4,758				
Depreciation	94,974	48,247	774	330	-	-	-	-	144,325	159,100				
Fundraising	82	789	14	25	11	137	2,235	248	3,541	3,401				
Website costs	-	-	97	-	327	-	6,792	755	7,971	2,320				
Other program expenses	-	-	-	7,244	1,876	1,724	88	5	10,937	17,130				
Senior activity expense	-	93	-	-	-	25,260	-	-	25,353	51,237				
Total Expenses	\$ 639,230	\$ 2,086,373	\$ 118,042	\$ 458,129	\$ 110,893	\$ 29,971	\$ 302,522	\$ 32,563	\$ 3,777,723	\$ 3,607,662				

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, 2015 and 2014
See Independent Auditor's Report

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in net assets	\$ 14,050	\$ (208,985)
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	144,325	159,100
Gain on sale of investments	(1,082)	(76,689)
Unrealized loss on investments	40,629	40,254
Gain on disposal of fixed assets	-	(656)
Contributions of fixed assets	(104,378)	(1)
Change in cash restricted	5,103	(14,325)
(Increase) decrease in operating assets		
Accounts receivable	102	2,244
Grants receivable	(187,754)	20,758
Inventories	872	1,465
Prepaid expenses	(59,003)	(21,567)
Increase (decrease) in operating liabilities		
Accounts payable - trade	40,781	4,708
Accrued expenses	22,426	(42,481)
Security deposits	-	-
Deferred revenue	3,330	32,408
Net cash used by operating activities	<u>(80,599)</u>	<u>(103,767)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	624,888	597,438
Purchases of investments and Endowment	(550,784)	(586,127)
Proceeds from sales of fixed assets	-	656
Cash paid for purchases of fixed assets	(29,526)	(4,999)
Net cash provided by investing activities	<u>44,578</u>	<u>6,968</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds from line of credit	<u>49,985</u>	<u>70,000</u>
Net increase (decrease) in unrestricted cash	13,964	(26,799)
Unrestricted cash, beginning of year	<u>50,955</u>	<u>77,754</u>
Unrestricted cash, end of year	<u>\$ 64,919</u>	<u>\$ 50,955</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 3,508</u>	<u>\$ 2,750</u>
Non cash contributions	<u>\$ 491,943</u>	<u>\$ 261,172</u>
Cost of fixed assets acquired	133,904	5,000
Donation of fixed assets	104,378	1
Net cash paid for fixed assets	<u>\$ 29,526</u>	<u>\$ 4,999</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

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, 2015 and 2014, 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

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, 2015 and 2014 amounted to 63,072 and 55,870 hours, respectively and are valued at \$7.25 per hour for a total of \$457,272 and \$405,058, 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, 2015 contributed food, supplies, and fixed assets were \$319,423, \$6,842 and \$165,678, respectively. For the year ended September 30, 2014 contributed food, supplies, and fixed assets were \$253,780, \$7,391 and \$1, 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, 2015 and 2014.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014

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:

	<u>Years</u>
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2015 and 2014 was \$144,325 and \$159,101, 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, 2015 and 2014, 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 January 14, 2016, 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

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:

	<u>2015</u>	<u>2014</u>
Investments:		
Money Markets	\$ 31,305	\$ 29,678
Bond Mutual Funds	192,020	247,031
ETFs	<u>132,869</u>	<u>136,268</u>
	356,194	412,976
Less amounts included in cash	<u>(31,305)</u>	<u>(29,678)</u>
Total	<u>\$324,889</u>	<u>\$383,299</u>

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 or 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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

	<u>2015</u>	<u>2014</u>
Investment , Endowment		
Money Markets	\$ 15,944	\$ 10,662
Bonds	-	10,262
Bond Mutual Funds	114,699	134,987
ETFs	<u>122,910</u>	<u>147,601</u>
	253,553	303,512
Less amounts included in cash	<u>(15,944)</u>	<u>(10,662)</u>
Total	<u>\$237,609</u>	<u>\$292,850</u>

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 assets (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

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

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, 40% fixed income and 10% 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, 2015 and 2014 are as follows:

	<u>Board Designated</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, September 30, 2013	\$152,944	\$140,126	\$293,070
Net, contributions (withdrawals)	(6,524)	-	(6,524)
Investment income	5,499	4,835	10,334
Net appreciation	4,321	7,154	11,475
Withdrawals in accordance with spending policy	<u>(8,013)</u>	<u>(7,492)</u>	<u>(15,505)</u>
Endowment net assets, September 30, 2014	\$148,227	\$144,623	\$292,850
Net, contributions/withdrawals	(37,273)	-	(37,273)
Investment income	3,699	2,645	6,344
Net depreciation	(7,690)	(8,013)	(15,703)
Withdrawals in accordance with spending policy	<u>(8,013)</u>	<u>(596)</u>	<u>(8,609)</u>
Endowment net assets, September 30, 2015	<u>\$ 98,950</u>	<u>\$138,659</u>	<u>\$237,609</u>

5. CONCENTRATION OF CREDIT RISK

At September 30, 2015 and 2014, 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, 2015 and 2014, the Organization had no uninsured cash balances, respectively

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014

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 September 15, 2016. The interest rate at September 30, 2015 and 2014 was 3.25%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2015 and 2014 was \$119,985 and \$70,000, 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, 2015 and 2014, 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. The lease expires in June 2017. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$13,271 and \$13,797 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, 2015 and 2014, respectively, the Council expensed rent in the amount of \$12,035 and \$11,976 related to this lease.

In October 2015 the Council entered into a one-year lease of property in Bristol, New Hampshire. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2014 the Council entered into a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2016. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

Future minimum lease payments on the above leases as of September 30 are:

2016	\$ 43,028
2017	20,003
2018	16,235
2019	4,200
2020	4,200
Thereafter	<u>65,800</u>
	<u>\$153,466</u>

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.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2015 and 2014.

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, 2015:

Federal and State Funded Contracts, Grants and Programs	\$2,140,351
Percentage of Total Support and Revenues	56%

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Investment reserve	\$ 126,092	\$ 111,285
Mascoma area reserve	19,551	24,616
Plymouth reserve	8,371	10,567
Littleton reserve	147,321	205,318
Horse Meadow reserve	54,859	61,191
GCSCC Endowment fund	<u>114,894</u>	<u>158,889</u>
Total board designated net assets	<u>\$ 471,088</u>	<u>\$ 571,866</u>

Temporarily restricted net assets consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Plymouth deck fund	\$ 3,335	\$ 3,335
Plymouth refrigerator	1,604	1,604
Service Corps	2,777	13,000
Haverhill activity room	-	1,200
Lebanon transportation	300	300
Tree harp	5,120	250
Kitchen	85	-
Basket Raffle	1,365	-
United Way receivable	8,584	5,368
GC Emergency Food & Shelter receivable	4,178	-
Grafton County CDBG receivable	61,300	-
USDA Grant receivable	<u>40,000</u>	-
Total temporarily restricted net assets	<u>\$128,648</u>	<u>\$ 25,057</u>

Permanently restricted net assets consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Clapper Memorial Fund	\$ 29,419	\$ 30,620
Jean Clay fund	<u>109,240</u>	<u>114,003</u>
Total temporarily restricted net assets	<u>\$ 138,659</u>	<u>\$ 144,623</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

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:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
<u>2015</u>			
Investments	\$ 562,498	\$ 562,498	\$ -
Accounts receivable	20,741	-	20,741
Grants receivable	<u>361,398</u>	<u>-</u>	<u>361,398</u>
	<u>\$ 944,637</u>	<u>\$ 562,498</u>	<u>\$ 382,139</u>
<u>2014</u>			
Investments	\$ 676,149	\$ 676,149	\$ -
Accounts receivable	20,843	-	20,843
Grants receivable	<u>173,644</u>	<u>-</u>	<u>173,644</u>
	<u>\$ 870,636</u>	<u>\$ 676,149</u>	<u>\$ 194,487</u>

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 2014, 2013, and 2012 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, 2015 and 2014 in the amounts of \$87,051 and \$86,894, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

14. COMMUNITY DEVELOPMENT INVESTMENT TAX CREDIT PROGRAM CONTRACT

The Organization entered into a community development investment tax credit program contract with the Community Development Finance Authority (CDFA). The contract is for a revitalization project that began in July 2014 and will end in July 2019. The contract was awarded to the Organization to provide funding toward senior citizen facility improvements at six of the Organization's sites. The total funds awarded for the project, net of a 20% program fee to CDFA are \$414,874.

CDFA is funding the award by providing NH tax credits to third-party donors. Donors who contribute to this project receive NH tax credits for future use. CDFA holds the funds on behalf of the Organization.

CDFA is making this grant contingent on the project's ability to obtain firm commitments in the amounts necessary to complete the project and will not release any tax credit funds held by CDFA until firm commitments are documented and provided to CDFA from the sources, or from acceptable substitute sources. All tax credit funds must be raised by Grafton County Senior Citizens Council, Inc. prior to release of funds to ensure project completion. Because of the contingent nature of this project, no amount has been included in the financial statements.

As of September 30, 2015 the Organization had met the first fundraising goal of \$187,500 of which \$150,000 of those funds are available for use when all contingent circumstances are met. The organization continues to raise funds.

15. RECLASSIFICATION

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
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 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, 2015, 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 January 14, 2016.

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.

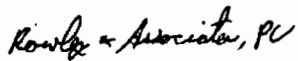
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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, P.C.
Concord, New Hampshire
January 14, 2016

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
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 ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

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 Circular A-133 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, 2015. 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2015.

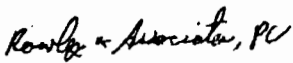
Report on Internal Control over Compliance

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 Grafton County Senior Citizens Council, 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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2015

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 relating to the audit of the major federal award programs are reported in the Independent Auditor’s Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133.
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 Section 510(a) of OMB Circular A-133 are reported in this Schedule.
7. The programs tested as major programs was:

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: \$300,000.
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, 2015

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA #</u>	<u>Federal Expenditures</u>
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 133,130
Title IIIC, Nutrition Services Incentive Program	93.045	407,236
Nutrition Services Incentive Program - Food Distribution	93.053	<u>133,148</u>
TOTAL AGING-CLUSTER		<u>673,514</u>
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
<i>Direct Program</i>		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	92,767
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the Lakes Region Partnership for Public Health, Inc.</i>		
State Planning & Establishment Grants for the Affordable Care Act's Exchanges	93.525	62,339
<i>Passed through the NH Department of Health and Human Services</i>		
Title XX, Social Services Block Grant	93.667	<u>131,798</u>
TOTAL OTHER PROGRAMS		<u>286,904</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u><u>\$ 960,418</u></u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

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 OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – RECONCILIATION TO FINANCIAL STATEMENT AMOUNT

The total expenditures of federal awards per the accompanying schedule of expenditures of federal awards reconcile to the "Statement of Activities as follows:

Federal Funding Portion of Expenditures of Award Programs	\$960,418
Non-Federal Funding Portion of Expenditures of Award Programs	1,448,583
Program Income Included in Determination of Program Expenditures for Purposes of OMB Circular A-133 and Compliance Supplement	<u>(268,650)</u>
Governmental Programs and Fees for Services	<u><u>\$2,140,351</u></u>

Grafton County Senior Citizens Council, Inc.

<p>Administrative Offices 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603)448-4897 (Fax) (603) 448-3906</p>	<p>Roberta Berner, Executive Director rberner@gcsc.org</p>		
<p>Newfound Area Senior Center Bristol Congregational Church 15 Church Street; PO Box 266 Bristol, NH 03222 (603) 744-8395 Fax (603) 744-9393</p>	<p>Gail Emmons-Shaw, Coordinator gshaw@gcsc.org Outreach Worker -Fran Olson</p>		
<p>Horse Meadow Senior Center 91 Horse Meadow Road North Haverhill NH 03774-9998 (603) 787-2539 – 787-6916 (Fax) (603) 787-6919</p>	<p>Deborah Whitaker, Director dwhitaker@gcsc.org Outreach Worker – Florence Thornton</p>		
<p>Linwood Area Senior Center 194 Pollard Road PO Box 461; Lincoln, NH 03251 (603) 745-4705 (Fax) (603)-745-4705</p>	<p>Andrew Comeau, Coordinator acomeau@gcsc.org Outreach Worker – Phyllis Gonyer (on call)</p>		
<p>Littleton Area Senior Center 77 Riverglen Lane; PO Box 98 Littleton, NH 03561 (603) 444-6050 or 444-1612 (Fax) (603) 444-1612</p>	<p>Carole Zangla, Director czangla@gcsc.org Outreach Worker – Phyllis Gonyer pgonyer@gcsc.org</p>		
<p>Mascoma Area Senior Center 1166 U.S. Route 4; PO Box 210 Canaan, NH 03741 (603) 523-4333, 523-9023 (Fax) (603) 523-4334</p>	<p>Sharon Dunbar, Director sdunbar@gcsc.org Outreach Worker - Carol Dustin cdustin@gcsc.org</p>		
<p>Orford Area Senior Services Congregational Church Main Street; PO Box 98 Orford, NH 03777 (603) 353-9107</p>	<p>Mary Welch, Coordinator Gramm12@myfairpoint.net Outreach Worker – Kappy Scoppettone (on call)</p>		
<p>Plymouth Regional Senior Center 8 Depot Street; PO Box 478 Plymouth, NH 03264 (603) 536-1204 or 536-9639 (Fax) (603) 536-2090</p>	<p>Gail Shaw, Director gshaw@gcsc.org Outreach Worker –Ron Johnson</p>		
<p>Upper Valley Senior Center 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603) 448-4213 or 448-4216 (Fax) (603)448-0376</p>	<p>Jill Vahey, Director jvahey@gcsc.org Outreach Worker –Kappy Scoppettone</p>		
<p>RSVP and the Volunteer Center 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603) 448-1825 Toll Free 877-711-7787</p>	<p>Teresa Volta, Director rsvp@gcsc.org Coordinators of Volunteers: Bernadette Rose, Susan Rossley</p>		
<table border="0"> <tr> <td data-bbox="150 1642 492 1822"> <p>ServiceLink 10 Campbell Street PO Box 433 Lebanon, NH 03766 603-448-1835, 448-1558 (Fax) 448-6920</p> </td> <td data-bbox="497 1642 872 1822"> <p>Littleton Office: 262 Cottage Street SuiteG61 Littleton, NH 03561 603-444-4498 toll free 1-866-634-9412</p> </td> </tr> </table>	<p>ServiceLink 10 Campbell Street PO Box 433 Lebanon, NH 03766 603-448-1835, 448-1558 (Fax) 448-6920</p>	<p>Littleton Office: 262 Cottage Street SuiteG61 Littleton, NH 03561 603-444-4498 toll free 1-866-634-9412</p>	<p>Alison Morgan, Director; amorgan@gcsc.org Jane Conklin, Sally Edson, Joan LaPlante, Sue Mackillop–Lebanon Danielle Dulac, Mary Beth Donohue, Tammy Hines– Littleton</p>
<p>ServiceLink 10 Campbell Street PO Box 433 Lebanon, NH 03766 603-448-1835, 448-1558 (Fax) 448-6920</p>	<p>Littleton Office: 262 Cottage Street SuiteG61 Littleton, NH 03561 603-444-4498 toll free 1-866-634-9412</p>		

10/16/2016

RJB
12-2-16

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
BOARD OF DIRECTORS
2016/2019

Year/ Committee	Term	Board Member	Year/ Committee	Term	Board Member
		↓			↓
2016-2018 President	2 nd 2018	Patricia Brady	Program Planning & Evaluation	1 st 2018 (filling unexpired term)	Ellen Flaherty, Co-Director
2016-2018 Vice President Governance (chair) Facilities	2 nd 2018	Larry Kelly		1 st 2019	Carol Govoni
2015-2017 Treasurer Chair, Finance	2 nd 2017	Flora Meyer	Finance Facilities (co-chair) Marketing & Development	3 rd 2018	Clark Griffiths
2016-2018 Secretary Personnel Marketing & Development	2017 (filling unexp. term)	Bob Muh	Facilities (co-chair) Past President (2006-2010)	2 nd 2018	Richard G. Jaeger
Facilities	2 nd 2019	Ralph Akins	Program Planning & Evaluation (Chair)	1 st 2018	Craig Labore,
	1 st 2019	Neil Castaldo		1 st 2019	Steve Marion
Marketing & Development	1 st 2019	Rick Peck			

Governance	2 nd 2017	Becky Smith, Executive		
Finance Facilities	2 nd 2018	Frank Thibodeau		
Roberta J. Berner, Executive Director Grafton County Senior Citizens Council, Inc. 10 Campbell St., PO Box 433 Lebanon, NH 03766 603-448-4897 (work); 603-790-8365 (home); 603-306-2166 (cell) rberner@gcscc.org				

3.2.8. Resumes: Grafton County Senior Citizens Council, Inc.

Roberta J. Berner

rberner@gcsc.org

Summary of Background: Professional positions

- * Executive Director, Grafton County Senior Citizens Council, Inc. (GCSCC), Lebanon, NH (2003-); Director of Marketing and Development, GCSCC (1999-2003)
- * Director of Fund Development and Public Relations, Middle Mississippi Girl Scout Council, Jackson, MS
- * Fund Development Officer, Foundation for the Mid South, Jackson, MS
- * Director of Communications, Mississippi Forestry Association, Jackson, MS
- * Grants Development Coordinator, City of Jackson, MS
- * Instructor, history department, Hinds Community College, Jackson, MS
- * Arts Education Coordinator, ArtsAlliance of Jackson & Hinds County
- * Executive Director, Ohio Regional Association of Concert and Lecture Enterprises (now Ohio Arts Presenters Network), Columbus, OH
- * Program Associate, Public Programs, MN Council on Foundations, Minneapolis, MN
- * Director of Public Relations, Minneapolis Federation for Jewish Service
- * Editor, Sea Grant Program, University of Minnesota, St. Paul, MN
- * Reporter, *Gainesville Sun* (Florida)

Contracts

Dartmouth Alumni Magazine, Tougaloo College, Miss. Fdn. for Public Broadcasting, Jackson State University, Columbus (OH) Jewish Foundation, Columbus Museum of Art

Education

M.A. American Studies, University of Minnesota, 1977 (admitted to doctoral program)

B.A. History (high honors, departmental honors), University of Florida, 1974

Professional Awards, Honors, Memberships (summary)

Alumnus of Notable Achievement, CLA, University of Minnesota (2011)

Faculty, Aging in America conference (2010, 2011); Institute for Life-long Learning at Dartmouth (2010)

Leadership New Hampshire, Class of 2006

NH Coalition of Aging Services (2003-), President (2005-10), Vice President (2004)

Governor's Commission for Medicaid Care Management (2013-); NH Long-Term Care Commission (2008); NH Dept. of Health and Human Service Commissioner's Long-Term Care Work Group (2008-)

NH Transit Association (2003-), NH Governor's Commission on Transportation (2004-2007), State Coordinating Council for Community Transportation (2007-)

Lebanon Public Library Board of Trustees, 1998-2006, Secretary (2002-2006)

CATV Board of Directors, 2002-2004

Upper Valley Planned Giving Council, secretary and board member, 2001-2002

National Society of Fund-Raising Executives, officer and board member, Miss. chapter

International Association of Business Communicators, board member, Miss. chapter awards for best total communications program and best magazine, 1989, 1993

Women in Communications, Inc., President, Twin Cities (Minn.) chapter, 1982-83, officer & board member, 1979-83; Award for best public relations program, 1984

National Council of Jewish Federations Outstanding newspaper award, 1979

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 can use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Finance

Director

2009 – Current

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 Advise 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 as needed. Enter information 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

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 FY17
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roberta Berner	EXECUTIVE DIRECTOR	73,236.80	84.37%	61,789.89
Carole Zangla *	ASSOCIATE DIRECTOR	50,960.00	20.00%	10,192.00
Betsy Cheney	FINANCE DIRECTOR	50,960.00	84.75%	43,188.60

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

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

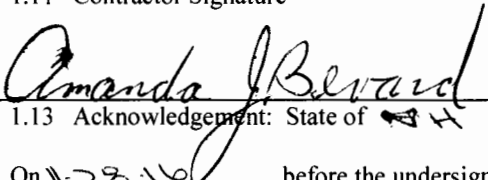

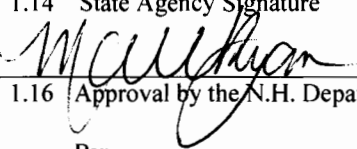
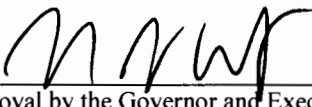
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Amanda Bevard Treasurer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>11-28-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">  [Seal] </div>			
1.13.2 Name and Title of Notary or <u>Joy B. Johnson, Notary Public</u> My Commission Expires July 16, 2019			
1.14 State Agency Signature 		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: _____ Date: <u>11/29/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/30/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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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.

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 AGB
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.



Exhibit A

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- 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.

CEB
1/28/16



- 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.

QJB
11/28/16



Exhibit A

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- 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.



Exhibit A

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- 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

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- 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



Exhibit A

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.

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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.



Exhibit A

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- 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 devedined 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.



Exhibit A-1

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



Exhibit B

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 III B
 - 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 III C-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 III C-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.



Exhibit B

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



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.

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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.

QFB

9/28/16



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

AGB
9/29/16



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

Nov 28, 2016
Date

Amanda J. Beward
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

Date

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, 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.

Exhibit G

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

Contractor Initials

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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:

Date Nov 28, 2016

Amanda J. Beward
Name:
Title:

Exhibit G

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

Contractor Initials

AMB

Date

11/28/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Nov 28, 2016
Date

Amanda J. Bevard
Name:
Title: Treasurer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

QJB

11/28/16



Exhibit I

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

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

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

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11/29/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
 Date 11/29/16

GWRC
 Name of the Contractor
Amanda J. Bevard
 Signature of Authorized Representative
Amanda Bevard
 Name of Authorized Representative
Treasurer
 Title of Authorized Representative
 Date Nov 28, 2016



**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. Bevard
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: 100765473
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:

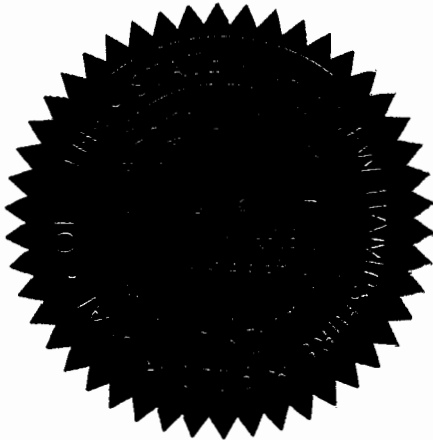
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of 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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah Gauthier, 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 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 October 14, 2016:
(Date)

RESOLVED: That the Treasurer
(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 28 day of November, 2016.
(Date Contract Signed)

4. Amanda Bevard is the duly elected Treasurer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

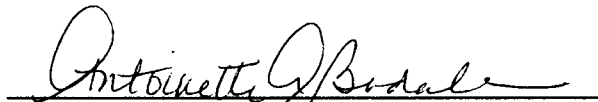

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of CARROLL

The forgoing instrument was acknowledged before me this 2nd day of Dec, 2016.

By Deborah Gauthier
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-1-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2016

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com																					
INSURED Greater Wakefield Resource Center PO Box 96 254 Main Street Union NH 03887	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>FirstComp</td> <td>27626</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Ins Group		INSURER B:	FirstComp	27626	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 2016-17 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MAC2246687-07	6/1/2016	6/1/2017	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> RETENTION \$						BODILY INJURY (Per accident)	\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0097474-08	10/18/2016	10/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 **CANCELLATION**

State of NH, Dept of Health & Human Serv. 129 Pleasant Street Concord, NH 03301	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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>

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Greater Wakefield Resource Center

Mission Statement

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 2015

	Jan - Dec 15
Ordinary Income/Expense	
Income	
INCOME	
Beas Congregate	18,320.50
Beas NSIP	3,015.68
Donations & Grants	
Grants	1,000.00
Harvest Donations	1,705.00
Meals on Wheels Donations	25.00
Town Donations	27,500.00
VFW Donations	440.00
Donations & Grants - Other	304.00
Total Donations & Grants	30,974.00
Hall Rental	
Deposits	100.00
Hall Rental - Other	2,185.00
Total Hall Rental	2,285.00
Interest	3.08
Miscellaneous	
Refunds	115.54
Total Miscellaneous	115.54
Office Rental	
Gafney Library	4,644.00
Moose Mt & WaterShed	8,107.82
VFW	550.00
Office Rental - Other	66.30
Total Office Rental	13,368.12
Senior Meal Fund Raisers	
50/50 Raffle	1,716.50
Auction	190.75
Coffee donations	156.82
Lyman Raffle	1,472.30
Meat Raffle	
Meat Raffle 50/50	16.50
Meat Raffle Card Sales	382.00
Meat Raffle Donations	120.00
Meat Raffle Snack Bar Sales	50.00
Total Meat Raffle	568.50
Misc. Donations-Senior Meals	68.50
Muffins	1,265.83
Pastry/Soup Sales	933.50
Shot Gun	814.00
Special Raffles	14.50
Senior Meal Fund Raisers - Other	155.00
Total Senior Meal Fund Raisers	7,356.20
Senior Meals	8,758.00
Total INCOME	84,196.12
Total Income	84,196.12
Gross Profit	84,196.12
Expense	
Business Expenses	
Business Registration Fees	5.00
Total Business Expenses	5.00
Dietitian Fees	40.00
Elevator (Lula) Money Market	200.00
EXPENSES	

10:57 AM
 09/13/16
 Accrual Basis

Greater Wakefield Resource Center
Profit & Loss
 January through December 2015

	Jan - Dec 15
Accountant Fees	1,000.00
Bank Service Charge	25.00
Bingo Supplies	609.16
Check Mate Payroll	1,285.95
Depreciation Expense	10,401.00
Fund Raiser Expense	
Meat Raffle-Items Sold at Event	76.94
Meat Raffle-Raffle Items	272.12
Fund Raiser Expense - Other	700.00
Total Fund Raiser Expense	1,049.06
Gift Expense	563.00
Insurance	
Insurance - Liability, D and O	618.00
Liability Insurance	2,084.50
Workmans comp	882.00
Total Insurance	3,584.50
Kitchen Supplies	171.91
License, Fee's & Subscriptions	
Elevator Inspection Fee	300.00
Food License	100.00
State of N.H.	102.00
Water Testing Fee	65.00
License, Fee's & Subscriptions - Other	109.94
Total License, Fee's & Subscriptions	676.94
Maintenance	
Appliance	788.00
Cleaning	935.59
Electrical	230.78
Elevator	480.00
Fire Inspections & Maintenance	598.00
Maint. Expenses	158.24
Septic	751.70
Supplies	101.15
Maintenance - Other	206.00
Total Maintenance	4,249.46
Meal Program Groceries	
Food	6,753.38
Performance Food Group	
Food	5,004.75
Non Food	1,230.02
Total Performance Food Group	6,234.77
Meal Program Groceries - Other	220.09
Total Meal Program Groceries	13,208.24
Office	
Computers	
Computer repair/programs	10.00
Computer Supplies	766.38
Total Computers	776.38
Office supplies	
Postage, Mailing Service	360.09
Office supplies - Other	160.92
Total Office supplies	521.01
Postage	99.22
Total Office	1,396.61
Payroll	
941 Taxes	
Employee FICA Tax	299.96

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09/13/16

Accrual Basis

Greater Wakefield Resource Center
Profit & Loss
January through December 2015

	Jan - Dec 15
Employee Medicare	205.95
Employer FICA Tax	299.96
Employer Medicare	205.95
Federal Withholding Employee	380.93
941 Taxes - Other	1,604.41
Total 941 Taxes	2,997.16
Janitorial	931.78
Kitchen Staff	21,353.67
Maint. Payroll	168.46
Office Staff Payroll	14,139.09
Service Fee- Checkmate	193.30
Service Fee - Checkmate	57.84
Total Payroll	39,841.30
Refunds	
Deposit Returned	200.00
Total Refunds	200.00
Utilities	
Fairpoint	1,292.03
Irving Oil	8,462.72
Irving Propane	745.33
PSNH	2,816.00
Total Utilities	13,316.08
Total EXPENSES	91,578.21
Loan Repayment	0.00
Other Types of Expenses	
Advertising Expenses	9.99
Total Other Types of Expenses	9.99
Travel and Meetings	
Travel	73.26
Total Travel and Meetings	73.26
Total Expense	91,906.46
Net Ordinary Income	-7,710.34
Net Income	-7,710.34

10:57 AM
09/13/16
Accrual Basis

Greater Wakefield Resource Center
Profit & Loss
January through December 2015

	Jan - Dec 15
Employee Medicare	205.95
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Loan Repayment	0.00
Other Types of Expenses	
Advertising Expenses	9.99
Total Other Types of Expenses	9.99
Travel and Meetings	
Travel	73.26
Total Travel and Meetings	73.26
Total Expense	91,906.46
Net Ordinary Income	-7,710.34
Net Income	-7,710.34

12:18 PM

09/20/16

Greater Wakefield Resource Center
Statement of Cash Flows
January through December 2015

	<u>Jan - Dec 15</u>
OPERATING ACTIVITIES	
Net Income	-7,710.34
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Payable	-17.90
Loans from Officers, Directors	-1,050.00
Net cash provided by Operating Activities	-8,778.24
INVESTING ACTIVITIES	
Accumulated Depreciation	10,401.00
Building Improvements	-4,760.00
Kitchen Equipment	-714.00
Net cash provided by Investing Activities	4,927.00
Net cash increase for period	-3,851.24
Cash at beginning of period	25,715.04
Cash at end of period	<u>21,863.80</u>

11:37 AM
09/13/16
Accrual Basis

Greater Wakefield Resource Center
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
GWRC	18,686.52
Meals on Wheels	112.41
Money Market	2,981.70
Petty Cash - Office Expenses	83.17
Total Checking/Savings	<u>21,863.80</u>
Total Current Assets	21,863.80
Fixed Assets	
Accumulated Depreciation	-98,713.00
Building Improvements	379,160.71
Kitchen Equipment	10,393.33
Office Equipment	2,491.50
Office Furniture	3,109.92
Total Fixed Assets	<u>296,442.46</u>
TOTAL ASSETS	<u>318,306.26</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loans from Officers, Direct...	550.00
Total Other Current Liabilities	<u>550.00</u>
Total Current Liabilities	<u>550.00</u>
Total Liabilities	550.00
Equity	
Fund Balance	302,450.94
Opening Bal Equity	23,015.66
Net Income	-7,710.34
Total Equity	<u>317,756.26</u>
TOTAL LIABILITIES & EQUITY	<u>318,306.26</u>



GREATER WAKEFIELD RESOURCE CENTER



254 MAIN STREET, PO BOX 96 UNION, NH 03887 (603)473-8324 *Enrichment activities for a growing community.*

GWRC Board Member Contact Information

August 2016

Contact Information

Name J. Lisbeth Olimpio, Chairman

Street Address [REDACTED]

City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone [REDACTED]

Winter Phone [REDACTED]

E-Mail Address [REDACTED]

Contact Information

Name Amanda Bevard, Treasurer

Street Address [REDACTED]

City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone [REDACTED]

E-Mail Address [REDACTED]

Contact Information

Name Deborah Gauthier, Secretary

Street Address [REDACTED]

City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone [REDACTED]

E-Mail Address [REDACTED]

Contact Information

Name Victor Becker

Street Address [REDACTED]

City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone [REDACTED]

E-Mail Address [REDACTED]

Contact Information

Name Tom Dube

Street Address [REDACTED]

City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone

E-Mail Address [REDACTED]

Contact Information

Name Robert Wyman

Street Address [REDACTED]

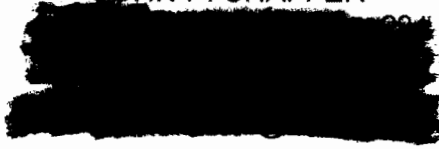
City ST ZIP Code [REDACTED]

Home Phone [REDACTED]

Cell Phone

E-Mail Address

JOHN P. SHAFFER



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.

Laurie A. Biracree

SUMMARY Extensive financial and risk analysis experience with a comprehensive background in accounting and stellar customer service. Strong internal and external customer loyalty built through personal integrity and knowledge of financial operations. A detail oriented and organized individual with refined analytical, presentation, written and oral skills.

EXPERIENCE

August 2013- Present GREATER WAKEFIELD RESOURCE CENTER, Union, NH
Office Manager

- Provide office management at the Center during hours of operation
- Update Board members, when necessary regarding the Centers programming, tenant activities and building issues
- Provide statistical reports on programs and activities showing participation
- Prepare monthly profit & loss statements and reconcile bank accounts, make daily bank deposit
- Monitor status of income sources, i.e. grants, trusts or donations
- Compile monthly Administrator's report: Summary of objectives accomplished & proposed
- Research and complete grant applications
- Process payroll and keep report of volunteer hours
- Maintain accurate records and reports related to facility activities, contracts and participants
- Prepare for and attend monthly Board meetings (financials, agenda & minutes)
- Work with the Board to develop ideas for new programs, public relations and community outreach
- Handle and report all complaints, inquires, suggestions and incidents to the Board
- Coordinate and schedule the Meals on Wheels program (clients & drivers)
- General office duties, Accounts Payable, Accounts Receivable, check writing, filing
- Complete quarterly State reports, compile data for State contract/budget RFPs
- Work closely with Board to create budget
- Maintain all QuickBooks entries
- Manage content and make updates to the Center's website
- Review insurance policies, monitor hall rentals, monitor tenant lease agreements

December 2009- February 2011 lululemon athletica, Paramus, New Jersey
Store Manager

- Passionately lead and coached my team by understanding and developing each employee's strengths and goals thus encouraging my staff in the pursuit of these goals
- Proactively recruited to fill the people pipeline and actively participated in training new hires
- Fully accountable for and oversaw the execution of all deliverables to corporate
- Worked closely with management team to produce results which exceeded Company expectations. Responsible for the stores P&L, expense management, and profit/contribution targets
- Present on the floor of store managing and supporting all staff
- Increased store revenues by 15% under my leadership
- Created and rolled out community events

December 2006- POLYCHRONIS FINANCIAL SERVICES, Dover, New Hampshire
October 2008 Office Manager

- Review and process new business applications for Life & Health Insurance, Annuities and Mutual Funds
- Field phone calls from clients regarding Life and Health Insurance, IRAs, and Mutual Funds
- Process approved changes to client accounts
- Prepare marketing material and asset portfolios for individual and business clientele
- Manage agency website content

August 2000- Multiple Locations in San Francisco Bay Area, NYC, Dover, Exeter, Somersworth, Rochester, NH
Present Yoga Instructor

- Separate Yoga Resume available upon request

May 2000- SYNOPSIS, Inc., Mountain View, California
August 2005 Senior Financial Analyst

- Responsible for creation of spending forecasts, variance analysis, and coordination of annual plans at business unit level, as well as worldwide consolidation for corporate earnings model
- Managed business unit spending (\$120M) and implemented controls for cost savings and optimization of budget
- Recognized as the central contact in a liaison role for all international finance operatives
- Provided management with orders & revenue information and contribution margin analysis
- Responsible for successful business unit quarter close, including accurate accruals, resource allocation and preparation of Operations and Board Package
- Financial liaison for FP&A group during SAP 4.6 Implementation and SOX Compliance
- Developed and implemented financial concepts and procedures for planning and control
- Created M&A operating plans and assisted in the integration of acquired staff and financials
- Summarized recommendations for profitability analysis, business plans, acquisition activity, and operating forecasts for presentation to business unit general manager and corporate staff
- Trained new financial analysts on corporate standards and current job processes

April 1999- ERNST & YOUNG, LLP, Cupertino, California
May 2000 Financial Management Senior Associate

November 1998- CALIFORNIA CASUALTY MANAGEMENT CO., San Mateo, California
April 1999 Underwriting and Systems Analyst 11/96-7/98
Senior Business Analyst 7/98-4/99

February 1995- CIVIL SERVICE EMPLOYEES INSURANCE CO., San Francisco, California
November 1998 Senior Personal Lines Insurance Underwriter

June 1992- LIBERTY MUTUAL INSURANCE CO., Fresno, California
February 1995 Senior Personal Lines Insurance Underwriter

EDUCATION BRYANT COLLEGE, Smithfield, Rhode Island
B.S. in Business Administration May 1992 Major: Finance

TECHNICAL Applications: QuickBooks, Microsoft Excel, PowerPoint, Word, SAP 4.0, Business Warehouse, Hyperion Pillar, Meeting Software, able to trouble shoot and resolve simple technical problems with printers, networking, and software on MAC and PC platforms

PERSONAL SUMMARY Certified yoga instructor who enjoys practicing and teaching yoga, dancing, cooking, international travel and the outdoors: hiking, camping, snowboarding, surfing, and water skiing

Antoinette Glidden

Experience

- 1973-1997 **Owned/Operated General Store**
Purchasing, invoicing, billing, accounts receivable/accounts payable, hiring, inventory and overall management.
- 1978-1981 **Owned/Operated Fast Food Restaurant**
Management, purchasing, invoicing, billing, accounts receivable/accounts payable, hiring, inventory, stocking, hiring and cooking.
- 1999-2003 **Owned/Operated Choo-Choo Cafe**
Handled breakfast/lunch, prep of food, ordering, billing, hiring, cooking, accounts receivable/accounts payable, inventory and overall management.

Education

- 1957 **East Side High School-Graduated**
Newark, New Jersey

Community Participation

- 6 yrs. Wakefield Budget Committee**
2 yrs. Chairman of the Wakefield Parks & Recreation
5 yrs. Vice-Chairman of the School Board
6 yrs. Hospice Volunteer
7 yrs. Girl Scout Leader
Presently on the Paul School Building Committee board

Jennifer Hayward

September 2006-Present

Greater Wakefield Resource Center

- Cook and baker
- General facilities maintenance

August 2005-August 2006

Farmington Recreation Department

- Assisted with children's summer program

Greater Wakefield Resource Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Shaffer	Cook	\$13.50/hr	28%	\$3,297
Jennifer Hayward	Asst. Cook	\$11.00/hr	0	
Ann Glidden	Kitchen & Office Help	\$13.50/hr	0	
Travis Maxfield	Janitorial Help	\$10.00/hr	0	
Laurie Biracree	Admin. Assistant	\$15.00/hr	0	

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-07)



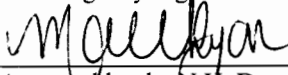

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Audrey Ashton-Savage, President	
1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>Rockingham</i> On <i>Nov. 28, 16</i> , 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 Title of Notary or Justice of the Peace Michelle Gaudet, Notary <div style="text-align: right; font-size: small;"> MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017 </div>			
1.14 State Agency Signature 		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: _____ Date: <i>12/1/16</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>12/5/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

- 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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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



Exhibit A

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.



Exhibit A

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- 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;



Exhibit A

5.1.3.2.3. The nature of the transportation devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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	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



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

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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.

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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.

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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

New Hampshire Department of Health and Human Services
Exhibit D



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 Savage
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

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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 (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

Audrey Ashton-Savage
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.

Exhibit G

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

Contractor Initials

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11/28/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Nov. 28, 16
Date

Audrey Ashton-Sauvege
Name:
Title:

Exhibit G

Contractor Initials

AA3

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



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:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

- 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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

MTB

11/28/16



Exhibit I

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

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

AA3

11/28/10



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
12/1/14
 Date

Lamprey Health Care
 Name of the Contractor
Audrey Ashton-Savage
 Signature of Authorized Representative
Audrey Ashton-Savage
 Name of Authorized Representative
President
 Title of Authorized Representative
Nov 28, 14
 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: _____

Contractor Initials AAS
Date 11/28/16

State of New Hampshire
Department of State

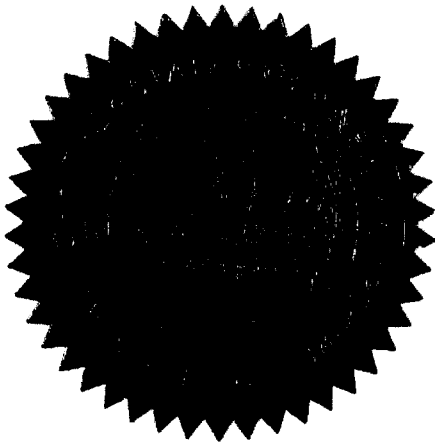
CERTIFICATE

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 formed August 16, 1971. 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 26th day of April A.D. 2016



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, Thomas 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 September 28, 2016 :
(Date)

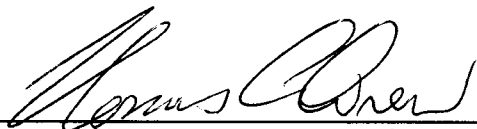
RESOLVED: That the President
(Title of Contract Signatory)

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 28th day of November, 2016.
(Date Contract Signed)

4. Audrey Ashton Savage is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 28th day of Nov, 2016,

By Thomas Drew
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2016

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

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

PRODUCER License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Rachel Polizzotti
	PHONE (A/C, No, Ext): (978) 661-6725 FAX (A/C, No):
	E-MAIL ADDRESS: rachel.polizzotti@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058
	INSURER B: Atlantic Charter Insurance Company 44326
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

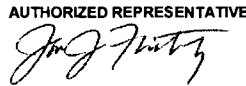
Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1359277	07/01/2016	07/01/2017	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
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA00545403	07/01/2016	07/01/2017	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER 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 
--	--

LAMPREY HEALTH CARE

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.



**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY
HEALTH CARE, INC.**

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2015 and 2014

With Independent Auditor's Report



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 sheet as of September 30, 2015, 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 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 audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

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, 2015, and the results of their operations, changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The consolidated financial statements as of September 30, 2014, were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated December 23, 2014, expressed an unmodified opinion on those statements.

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 sheet as of September 30, 2015, and the related consolidating statements of operations and changes in net assets for the year then ended, is presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, 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 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. The 2014 consolidating financial statements were subjected to the auditing procedures applied in the 2014 audit of the consolidating financial statements by Brad Borbidge, P.A., whose report on such information stated that it was fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 16, 2015

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 2,546,070	\$ 1,775,337
Patient accounts receivable, less allowance for uncollectible accounts of \$319,715 in 2015 and \$231,834 in 2014	1,051,734	989,558
Grants receivable	3,908,669	2,948,605
Other receivables	239,474	366,246
Other current assets	<u>103,264</u>	<u>94,731</u>
Total current assets	7,849,211	6,174,477
Assets limited as to use	1,921,831	1,946,541
Property and equipment, net	<u>7,784,825</u>	<u>8,030,057</u>
Total assets	<u>\$17,555,867</u>	<u>\$16,151,075</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 303,554	\$ 174,455
Accrued payroll and related expenses	1,032,843	947,248
Due to third party payers	-	73,250
Deferred revenue	3,729,307	3,125,597
Current maturities of long-term debt	<u>85,947</u>	<u>82,770</u>
Total current liabilities	5,151,651	4,403,320
Long-term debt, less current maturities	<u>2,471,875</u>	<u>2,527,181</u>
Total liabilities	<u>7,623,526</u>	<u>6,930,501</u>
Net assets		
Unrestricted	9,565,383	8,819,133
Temporarily restricted	<u>366,958</u>	<u>401,441</u>
Total net assets	<u>9,932,341</u>	<u>9,220,574</u>
Total liabilities and net assets	<u>\$17,555,867</u>	<u>\$16,151,075</u>

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue	\$ 8,483,003	\$ 7,328,236
Provision for bad debt	<u>(476,517)</u>	<u>(495,147)</u>
Net patient service revenue	8,006,486	6,833,089
Grants, contracts and contributions	4,251,528	4,102,931
Other operating revenue	1,093,738	1,193,248
Net assets released from restriction for operations	12,072	8,146
Interest income	<u>1,123</u>	<u>721</u>
Total operating revenue	<u>13,364,947</u>	<u>12,138,135</u>
Operating expenses		
Payroll and related expenses	9,417,792	9,259,609
Other operating expenses	2,695,706	2,296,631
Depreciation	368,782	377,986
Interest expense	<u>116,522</u>	<u>128,331</u>
Total operating expenses	<u>12,598,802</u>	<u>12,062,557</u>
Operating income and excess of revenue over expenses	766,145	75,578
Change in fair value of financial instrument	(31,306)	(2,841)
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>13,333</u>
Increase in unrestricted net assets	<u>\$ 746,250</u>	<u>\$ 86,070</u>

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 766,145	\$ 75,578
Change in fair value of financial instrument	(31,306)	(2,841)
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>13,333</u>
Increase in unrestricted net assets	<u>746,250</u>	<u>86,070</u>
Temporarily restricted net assets		
Provision for uncollectible pledges	(11,000)	-
Net assets released from restrictions for operations	(12,072)	(8,146)
Net assets released from restrictions for capital acquisition	<u>(11,411)</u>	<u>(13,333)</u>
Decrease in temporarily restricted net assets	<u>(34,483)</u>	<u>(21,479)</u>
Change in net assets	711,767	64,591
Net assets, beginning of year	<u>9,220,574</u>	<u>9,155,983</u>
Net assets, end of year	<u>\$ 9,932,341</u>	<u>\$ 9,220,574</u>

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 711,767	\$ 64,591
Adjustments to reconcile change in net assets to net cash by operating activities		
Provision for bad debt	476,517	495,147
Depreciation	368,782	377,986
Change in fair value of financial instrument	31,306	2,841
Provision for uncollectible pledges	11,000	-
(Increase) decrease in the following assets		
Patient accounts receivable	(538,693)	(787,390)
Grants receivable	(960,064)	(605,721)
Other receivable	126,772	(80,700)
Other current assets	(8,533)	6,572
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	129,099	2,197
Accrued payroll and related expenses	85,595	(57,747)
Due to third party payers	(73,250)	-
Deferred revenue	<u>603,710</u>	<u>577,895</u>
Net cash provided (used) by operating activities	<u>964,008</u>	<u>(4,329)</u>
Cash flows from investing activities		
Decrease in assets limited as to use	13,710	36,985
Capital expenditures	<u>(123,550)</u>	<u>(160,982)</u>
Net cash used by investing activities	<u>(109,840)</u>	<u>(123,997)</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(83,435)</u>	<u>(237,355)</u>
Net cash used by financing activities	<u>(83,435)</u>	<u>(237,355)</u>
Net increase (decrease) in cash and cash equivalents	770,733	(365,681)
Cash and cash equivalents, beginning of year	<u>1,775,337</u>	<u>2,141,018</u>
Cash and cash equivalents, end of year	<u>\$ 2,546,070</u>	<u>\$ 1,775,337</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 116,522	\$ 128,331

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Organization

Lamprey Health Care, Inc. (LHC or Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality based family health and medical 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 non-stock, non-profit corporation organized in New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the property owner of LHC's Newmarket administrative and program offices. 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. These agencies are collectively referred to as the Organization. All significant intercompany balances and transactions have been eliminated in consolidation.

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 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 its tax exempt purpose. 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

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 collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue and payor mix 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. The Organization has not changed its methodology for estimating the allowance for doubtful accounts during 2015 or 2014.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 231,834	\$ 136,707
Provision	476,517	495,147
Write-offs	<u>(388,636)</u>	<u>(400,020)</u>
Balance, end of year	<u>\$ 319,715</u>	<u>\$ 231,834</u>

The increase in the allowance in 2015 is primarily the result of an increase in accounts receivable balances.

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The difference between the full grant award and the amount received to date is recognized as a receivable. The difference between the full grant award and the amount earned to date is reported as deferred revenue.

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 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, 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 and Permanently Restricted Net Assets

Temporarily restricted net assets include contribution 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. Restricted grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense, and are reported as an increase in unrestricted net assets.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity. There were no permanently restricted net assets at September 30, 2015 or 2014.

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

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net 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." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services follows:

	<u>2015</u>	<u>2014</u>
Program services	\$10,555,584	\$10,338,279
Administrative and general	<u>2,043,218</u>	<u>1,724,278</u>
Total	<u>\$12,598,802</u>	<u>\$12,062,557</u>

Excess of Revenue over Expenses

The consolidated statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, 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.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 16, 2015, 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

2. Assets Limited as to Use

Assets limited as to use is composed of cash and cash equivalents and consisted of the following:

	<u>2015</u>	<u>2014</u>
United States Department of Agriculture Rural Development loan agreement	\$ 142,427	\$ 142,359
Designated by the governing board:		
Capital	210,000	210,000
Working capital (federal monies)	507,000	507,000
Transportation	26,881	26,882
Ann Peters health care access	6,563	6,085
ICD-10 implementation	796,082	796,082
Donor restricted:		
Temporarily	<u>232,878</u>	<u>258,133</u>
Total	<u>\$ 1,921,831</u>	<u>\$ 1,946,541</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

3. Property and Equipment

Property and equipment consists of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 1,146,784	\$ 1,146,784
Building and improvements	10,418,054	10,345,448
Furniture, fixtures, and equipment	<u>1,892,906</u>	<u>1,841,962</u>
Total cost	13,457,744	13,334,194
Less accumulated depreciation	<u>5,672,919</u>	<u>5,304,137</u>
Property and equipment, net	<u>\$ 7,784,825</u>	<u>\$ 8,030,057</u>

In 2011 the Organization made renovations to certain buildings with Federal grant funding under the ARRA – Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be 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 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, Health Resources and Services Administration (OFAM, 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

4. Line of Credit

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2016, with an interest rate of 3.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2015 and 2014.

5. Long-term Debt

Long-term debt consists of the following:

	<u>2015</u>	<u>2014</u>
Promissory note payable to TD Bank, N.A. See terms outlined below	\$ 971,447	\$ 958,515
A 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.	827,148	850,409
A 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.	483,956	516,396
A 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.	<u>275,271</u>	<u>284,631</u>
Total long-term debt	2,557,822	2,609,951
Less current maturities	<u>85,947</u>	<u>82,770</u>
Long-term debt, less current maturities	<u>\$ 2,471,875</u>	<u>\$ 2,527,181</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

During 2012, the Organization obtained a \$1,000,000 promissory note with TD Bank, N.A., to finance the construction of the medical facility in Nashua, New Hampshire. The note is collateralized by the real estate. Payments of interest only at 4.25% were due on the note during the construction phase of the note through January 2013, at which time the note converted to 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. During 2012, the Organization obtained an interest rate swap agreement for the ten year period that limits the potential rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of \$37,711 and \$6,405 at September 30, 2015 and 2014, respectively.

New Hampshire Health and Educational Facilities Authority (NHHEFA) is participating in the lending for thirty percent of the promissory note, amounting to \$300,000 through May 16, 2016. Under the NHHEFA program, the interest rate on that portion is not subject to the swap agreement and is a variable rate based on 50% of the interest rate charged by the local banking institution, which is 85% of the one month LIBOR rate plus 2.125%.

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, 2015.

Maturities of long-term debt for the next five years are as follows:

2016	\$	85,947
2017		89,806
2018		93,846
2019		98,082
2020		102,523

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets at September 30, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Temporarily restricted for:		
Diabetes	\$ 85	\$ 12,157
Capital acquisitions	<u>366,873</u>	<u>389,284</u>
Total	<u>\$ 366,958</u>	<u>\$ 401,441</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

The composition of assets comprising temporarily restricted net assets at September 30, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Assets limited as to use	\$ 232,878	\$ 258,133
Property and equipment	<u>134,080</u>	<u>143,308</u>
Total	<u>\$ 366,958</u>	<u>\$ 401,441</u>

7. Patient Service Revenue

Patient service revenue is as follows:

	<u>2015</u>	<u>2014</u>
Medical patient service revenue	\$ 7,730,625	\$ 7,315,803
340B pharmacy revenue	<u>752,378</u>	<u>12,433</u>
Total patient service revenue	<u>\$ 8,483,003</u>	<u>\$ 7,328,236</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire Medicaid. 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

Effective October 1, 2014, the Organization began to be 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. Prior to October 1, 2014, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. 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, 2013.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

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 and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$917,100 and \$1,484,937 for the years ended September 30, 2015 and 2014, respectively.

The Organization 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 and United Way and municipal appropriations.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed \$331,006 and \$344,393 for the years ended September 30, 2015 and 2014, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At September 30, 2015 and 2014, Medicaid represented 34% and 29%, respectively, and Medicare represented 17% and 15%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

10. Commitments and Contingencies

Medical Malpractice Insurance

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 the year ended September 30, 2015, 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2015

ASSETS

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	2015 Consolidated
Current assets			
Cash and cash equivalents	\$ 1,897,354	\$ 648,716	\$ 2,546,070
Patient accounts receivable, net	1,051,734	-	1,051,734
Grants receivable	3,908,669	-	3,908,669
Other receivables	239,474	-	239,474
Other current assets	<u>103,264</u>	<u>-</u>	<u>103,264</u>
Total current assets	7,200,495	648,716	7,849,211
Assets limited as to use	1,847,560	74,271	1,921,831
Property and equipment, net	<u>5,625,713</u>	<u>2,159,112</u>	<u>7,784,825</u>
Total assets	<u>\$14,673,768</u>	<u>\$ 2,882,099</u>	<u>\$ 17,555,867</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 303,554	\$ -	\$ 303,554
Accrued payroll and related expenses	1,032,843	-	1,032,843
Deferred revenue	3,729,307	-	3,729,307
Current maturities of long-term debt	<u>51,861</u>	<u>34,086</u>	<u>85,947</u>
Total current liabilities	5,117,565	34,086	5,151,651
Long-term debt, less current maturities	<u>1,403,542</u>	<u>1,068,333</u>	<u>2,471,875</u>
Total liabilities	<u>6,521,107</u>	<u>1,102,419</u>	<u>7,623,526</u>
Net assets			
Unrestricted	7,785,788	1,779,595	9,565,383
Temporarily restricted	<u>366,873</u>	<u>85</u>	<u>366,958</u>
Total net assets	<u>8,152,661</u>	<u>1,779,680</u>	<u>9,932,341</u>
Total liabilities and net assets	<u>\$14,673,768</u>	<u>\$ 2,882,099</u>	<u>\$ 17,555,867</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2014

ASSETS

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>2014 Consolidated</u>
Current assets			
Cash and cash equivalents	\$ 1,230,606	\$ 544,731	\$ 1,775,337
Patient accounts receivable, net	989,558	-	989,558
Grants receivable	2,948,605	-	2,948,605
Other receivables	366,246	-	366,246
Other current assets	<u>94,731</u>	<u>-</u>	<u>94,731</u>
Total current assets	5,629,746	544,731	6,174,477
Assets limited as to use			
Property and equipment, net	1,860,197	86,344	1,946,541
	<u>5,793,927</u>	<u>2,236,130</u>	<u>8,030,057</u>
Total assets	<u>\$13,283,870</u>	<u>\$ 2,867,205</u>	<u>\$ 16,151,075</u>

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	\$ 174,455	\$ -	\$ 174,455
Accrued payroll and related expenses	947,248	-	947,248
Due to third party payers	73,250	-	73,250
Deferred revenue	3,125,597	-	3,125,597
Current maturities of long-term debt	<u>50,176</u>	<u>32,594</u>	<u>82,770</u>
Total current liabilities	4,370,726	32,594	4,403,320
Long-term debt, less current maturities	<u>1,424,735</u>	<u>1,102,446</u>	<u>2,527,181</u>
Total liabilities	<u>5,795,461</u>	<u>1,135,040</u>	<u>6,930,501</u>
Net assets			
Unrestricted	7,099,125	1,720,008	8,819,133
Temporarily restricted	<u>389,284</u>	<u>12,157</u>	<u>401,441</u>
Total net assets	<u>7,488,409</u>	<u>1,732,165</u>	<u>9,220,574</u>
Total liabilities and net assets	<u>\$13,283,870</u>	<u>\$ 2,867,205</u>	<u>\$ 16,151,075</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2015

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2015 Consolidated
Operating revenue and support				
Patient service revenue	\$ 8,483,003	\$ -	\$ -	\$ 8,483,003
Provision for bad debts	<u>(476,517)</u>	<u>-</u>	<u>-</u>	<u>(476,517)</u>
Net patient service revenue	8,006,486	-	-	8,006,486
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,251,528	-	-	4,251,528
Other operating revenue	1,093,738	-	-	1,093,738
Net assets released from restriction for operations	-	12,072	-	12,072
Interest income	<u>1,056</u>	<u>67</u>	<u>-</u>	<u>1,123</u>
Total operating revenue and support	<u>13,352,808</u>	<u>240,055</u>	<u>(227,916)</u>	<u>13,364,947</u>
Operating expenses				
Salaries and benefits	9,417,792	-	-	9,417,792
Other operating expenses	2,890,316	33,306	(227,916)	2,695,706
Depreciation	271,677	97,105	-	368,782
Interest expense	<u>66,465</u>	<u>50,057</u>	<u>-</u>	<u>116,522</u>
Total operating expenses	<u>12,646,250</u>	<u>180,468</u>	<u>(227,916)</u>	<u>12,598,802</u>
Operating income and excess of revenues over expenses	706,558	59,587	-	766,145
Change in fair value of financial instrument	(31,306)	-	-	(31,306)
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>-</u>	<u>-</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>\$ 686,663</u>	<u>\$ 59,587</u>	<u>\$ -</u>	<u>\$ 746,250</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2014

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>Eliminations</u>	<u>2014 Consolidated</u>
Operating revenue and support				
Patient service revenue	\$ 7,328,236	\$ -	\$ -	\$ 7,328,236
Provision for bad debts	<u>(495,147)</u>	<u>-</u>	<u>-</u>	<u>(495,147)</u>
Net patient service revenue	6,833,089	-	-	6,833,089
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,102,931	-	-	4,102,931
Other operating revenue	1,193,248	-	-	1,193,248
Net assets released from restriction for operations	-	8,146	-	8,146
Interest income	<u>650</u>	<u>71</u>	<u>-</u>	<u>721</u>
Total operating revenue and support	<u>12,129,918</u>	<u>236,133</u>	<u>(227,916)</u>	<u>12,138,135</u>
Operating expenses				
Salaries and benefits	9,259,609	-	-	9,259,609
Other operating expenses	2,500,565	23,982	(227,916)	2,296,631
Depreciation	281,910	96,076	-	377,986
Interest expense	<u>68,911</u>	<u>59,420</u>	<u>-</u>	<u>128,331</u>
Total operating expenses	<u>12,110,995</u>	<u>179,478</u>	<u>(227,916)</u>	<u>12,062,557</u>
Operating income and excess of revenues over expenses	18,923	56,655	-	75,578
Change in fair value of financial instrument	(2,841)	-	-	(2,841)
Net assets released from restrictions for capital acquisition	<u>13,333</u>	<u>-</u>	<u>-</u>	<u>13,333</u>
Increase in unrestricted net assets	<u>\$ 29,415</u>	<u>\$ 56,655</u>	<u>\$ -</u>	<u>\$ 86,070</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2015

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>2015 Consolidated</u>
Unrestricted net assets			
Excess of revenue over expenses	\$ 706,558	\$ 59,587	\$ 766,145
Change in fair value of financial instrument	(31,306)	-	(31,306)
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>-</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>\$ 686,663</u>	<u>\$ 59,587</u>	<u>\$ 746,250</u>
Temporarily restricted net assets			
Provision for uncollectible pledges	(11,000)	-	(11,000)
Net assets released from restrictions for operations	-	(12,072)	(12,072)
Net assets released from restrictions for capital acquisition	<u>(11,411)</u>	<u>-</u>	<u>(11,411)</u>
Decrease in temporarily restricted net assets	<u>(22,411)</u>	<u>(12,072)</u>	<u>(34,483)</u>
Change in net assets	664,252	47,515	711,767
Net assets, beginning of year	<u>7,488,409</u>	<u>1,732,165</u>	<u>9,220,574</u>
Net assets, end of year	<u>\$ 8,152,661</u>	<u>\$ 1,779,680</u>	<u>\$ 9,932,341</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2014

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>2014 Consolidated</u>
Unrestricted net assets			
Excess of revenue over expenses	\$ 18,923	\$ 56,655	\$ 75,578
Change in fair value of financial instrument	(2,841)	-	(2,841)
Net assets released from restrictions for capital acquisition	<u>13,333</u>	<u>-</u>	<u>13,333</u>
Increase in unrestricted net assets	<u>\$ 29,415</u>	<u>\$ 56,655</u>	<u>\$ 86,070</u>
Temporarily restricted net assets			
Net assets released from restrictions for operations	-	(8,146)	(8,146)
Net assets released from restrictions for capital acquisition	<u>(13,333)</u>	<u>-</u>	<u>(13,333)</u>
Decrease in temporarily restricted net assets	<u>(13,333)</u>	<u>(8,146)</u>	<u>(21,479)</u>
Change in net assets	16,082	48,509	64,591
Net assets, beginning of year	<u>7,472,327</u>	<u>1,683,656</u>	<u>9,155,983</u>
Net assets, end of year	<u>\$ 7,488,409</u>	<u>\$ 1,732,165</u>	<u>\$ 9,220,574</u>

LAMPREY HEALTH CARE, INC.
AND
FRIENDS OF LAMPREY HEALTH CARE, INC.
AUDITED CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2014 AND 2013

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on Consolidated Financial Statements

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the balance sheets as of September 30, 2014 and 2013, the related 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 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 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 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 opinions.

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, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

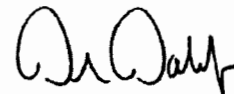
Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating 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 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 consolidating statements are fairly stated in all material respects in relation to the consolidated financial statements as a whole.

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 is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the 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 schedule of expenditures of federal awards 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 23, 2014, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
December 23, 2014

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2016-17 Board of Directors

Audrey Ashton-Savage

Chair/President

Term Ends 2018

Frank Goodspeed

Vice President

Term Ends 2017

Thomas "Chris" Drew

Secretary

Term Ends 2016

Mark E. Howard, Esq.

Treasurer

Term Ends 2017

Elizabeth Crepeau

Immediate Past President

Term ends 2018

Raymond Goodman, III

Term ends 2016

Amanda Pears Kelly

Term Ends 2017

Rev. W. Allan Knight

Term Ends 2018

Carol LaCross

Term Ends 2018

Arvind Ranade

Term Ends 2018

Heather Long

hlong@sjnh.org

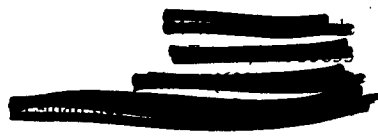
Term ends 2019

Non-Voting Board Member

Michael Merenda,

Board Member Emeritus

Debra A. Bartley



OBJECTIVE

To obtain an administrative position where I can utilize my technical skills, managerial experiences and multitasking abilities.

WORK EXPERIENCE

Director of Community Services

Lamprey Health Care-Newmarket, New Hampshire 1998-Present

- Responsible for the management and budget of the Senior Transportation Program, Portsmouth Area Medication Assistance Program and other community outreach programs that further the mission of Lamprey Health Care.
- Responsible for grant writing, fundraising, and reporting for town and municipal funding to support Community Services programs.
- Outreach to community by participation in information meetings and distribution of materials.
- Act as liaison to various groups and alliances, such as CRN, COAST, and United Way. Responsible for initiating and recognizing important community connections and resources.
- Responsible for leading transportation staff meetings with the Transportation Manager in order to share information from the outside world, set program goals, review policies and procedures, and deal with any staff concerns that may arise.
- Work with Human Resources staff to assure all appropriate training and compliance is met.

Transportation Health Worker

Lamprey Health Care-Newmarket, New Hampshire 1995-1998

- Responsible for organizing transportation appointments for clients
- Transport clients to various destinations including doctors appointments and shopping trips
- Assisted supervisor in office with scheduling transportation/personnel

Office Manager

Bartley's Dozing-Stratham, New Hampshire 1989-1997

- Use Access to create and maintain customer database
- Responsible for accounts payable and accounts receivable

EDUCATION

New Hampshire Community Technical College-Stratham, NH

Office Computer Technology Certificate, May 2001

Web Development Certificate, May 2001

Programming Certificate, May 2001

Cumulative Grade Point Average: 3.92/4.0 index

Related Courses

- Database Design and Management (Microsoft Access)
- Advanced MS Word 2000
- Advanced Worksheets (Microsoft Excel)
- Internet Technologies
- Computer Technologies
- College English
- Web Style and Design
- Web Programming I
- XML
- Web Programming II

COMPUTER SKILLS

Software

- Windows 2000, MS Office 2003, MS Word 2003, MS Access 2003, MS Excel 2003, MS Internet Explorer 5.5, Netscape Navigator 4.7, Adobe Photoshop 5.5, Adobe Photoshop 6.0 Adobe Image Ready, Adobe Acrobat, Fox Pro, MS Outlook Express, MS Outlook 2000, Visual Basic 6

Hardware

- Built a complete personal computer system with Pentium III 550 processor, 20-gigabyte Hard Drive, CD-R. Experience with Lexmark laser jet/inkjet printers.

References provided upon request

Carol Anne Launsby

[REDACTED]
[REDACTED], New Hampshire, US
[REDACTED]
[REDACTED]
[REDACTED]

OBJECTIVE

I look forward to working for a stable company with consistent work to offer me.

WORK EXPERIENCE

Driver

May 2010 - present

Merchants Fleet, | Hooksett, NH

Job consists of either driving a vehicle to its destination and flying home or flying to a destination and driving one back to N.H.

This is a corporate leasing delivery job. I am Responsible for delivery of vehicles to companies all over the U.S. Trips can take as little as one day, such as N.Y., N.J.,

Penn, VT or extended time as Texas, California, Florida. One I recall was to drive a car to Minnesota for delivery, From there fly to Florida to pick up a car, drive that car to Louisiana for delivery, then fly back to N.H. consisting of five days.

Client Relations, Driving skills,

Mobile van driver/assistant and staff secretary/radiology

August 2009 - October 2010

Exeter Hospital, Inc. | Exeter, NH

Healthcare Services

This was a per-diem position to work as needed/where needed in the radiology department.

Consisting of driving mammography van to locations in 4 towns, setting up for mammograms, checking in patients, assisting patients in prep for exam, drive back to hospital, and download films from the day to hosp. Or welcome and check in patients in radiology dept in hospital.

Client Relations, driving skills, Communication Skills, computer typing,

Delivery Truck Driver

May 2000 - December 2008

East Coast Lumber and Building Supply Co. | East Hampstead, NH

Job consisted of delivering materials to clients throughout the New England area.

Responsible for delivery of materials to contractors jobsites and homeowners using flatbed truck. During slow delivery periods, filled in where needed in store, including: assisting customers, answering phones at reception desk, competition price checking, assist with daily financial paperwork/bank deposits.

Client Relations, Truck driving with forklift on rear of truck, Few office skills,

EDUCATION

High School or equivalent, Business Education,

June 1973

Wakefield High School | Wakefield, MA

CERTIFICATION

CDL Class A

December 1988

New England Tractor Trailer School

SKILLS

driving, customer service, attention to detail, computer typing, team

player

Communication Skills

REFERENCES

Dale Kemp

Mechanic, M.B. Tractor

702-0470

Personal

Pieter Persijn

Driver, Merchants Fleet

625-8718

Professional

Brendon Fitzgerald

Driver, Merchants Fleet

603 365-7405

Professional

LAMPREY HEALTH CARE
TRANSPORTATION HEALTH WORKER

I. JOB DESCRIPTION

Provide demand response transportation for elderly and disabled residents, allowing passengers to access shopping, medical appointments, pharmacy and other basic necessities

II. RELATIONSHIPS

A. Responsible to the Director of Transportation. Works closely with and coordinates with the Director of Transportation in scheduling and coordinating service and maintaining vehicles.

III. RESPONSIBILITIES

- A. Operates (drives) busses owned by Lamprey Health Care.
1. Provides rides for shopping, banking, meal sites, pharmacy, medical appointments
 2. Assists riders on and off Lamprey Health Care Vehicles as necessary; including carrying bundles.
 3. Picks up prescriptions and/or grocery items for homebound when necessary.
- B. Keeps records of ride units, mileage, unduplicated riders, Medicaid eligible riders and trips provided.
- C. Keeps the bus neat and clean, inside and out.
- D. Pre-trip vehicle daily. Report any defects found to the Director of Transportation immediately.
- E. Sets up individual medical appointments through the Director of Transportation and provides rides to individual medical appointments as scheduled.
- F. Substitutes for other Transportation Health Workers when necessary due to illness or vacations.
- G. Turns in Rider Donations and paperwork every week.

- H. Attend scheduled Driver's Meetings and training as required.
- I. Responsible to enter mileage and rider data in spreadsheets
- J. Promotes Lamprey Transportation service by distributing brochure and posters during daily trips at locations such as town halls, libraries and the doctors' offices and labs to which riders are driven.
- K. Must report any moving violations to Human Resources immediately
- L. Maintains and updates all patient information.
- M. Demonstrates professional skills through proper communication and dress, ensures confidentiality and promotes teamwork, meeting all required competencies annually.
- N. Assumes responsibility for reading posted or circulated information to stay current on departmental/organizational changes and initiatives.
- O. Maintains a high level of confidentiality and is knowledgeable of all HIPAA requirements.
- P. Complies with safety and emergency procedures.
- Q. Supports the goals and mission of Lamprey Health Care.
- R. Performs other duties and tasks assigned by supervisor.

IV. QUALIFICATIONS

- A. Must possess valid Commercial Drivers License (CDL) Class C or greater with passenger endorsement.
- B. Must possess NH Department of Transportation Medical Card or be able to pass one before starting employment.
- C. Subject to pre-employment drug testing and random drug testing thereafter.
- D. Knowledge of local communities and roads is preferred.
- E. Must be able to pass First Aid Certification
- F. Must be able to pass Passenger Assistance Training (PAT)

- G. Must be able to pass Basic Life Support Certified (BLS)
- H. Must be able to pass Defensive Driving Certification
- I. Should possess understanding of elderly and disabled individuals needs and have the ability to communicate with them exhibiting sensitivity and patience.
- J. Basic knowledge of automobile maintenance and/or trouble shooting helpful.

III. OSHA CATEGORY

- A. Family Practice Category II: Jobs that do not routinely involve exposure to blood, bodily fluids, or tissues, but exposure/potential may be required.

VI. KNOWLEDGE/SKILLS/ABILITIES:

In addition, individual must possess this knowledge and these skills and abilities or be able to explain and demonstrate the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks; raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists; hands and/or fingertips.
2. Ability to receive detailed information through oral communication and make fine discrimination in sound.
3. Ability to express or exchange ideas by means of the spoken word.
4. Ability to interact effectively with people of varied educational, socio economic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
5. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching; walking, particularly for long distances, and standing for sustained periods of time.

6. Ability to climb stairs and assist with carrying packages/groceries.
7. Ability to push/pull and secure wheelchair on bus.
8. Visual acuity sufficient for work which deals largely with preparing and analyzing data and figures, accounting, computer terminal operations and extensive reading.
9. Excellent written, verbal communication and social skills.
10. Ability to transport self to meetings, events and affiliated vendors.
11. The requirements listed below are representative of the requisite background required to adequately perform the functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Signature

Date

Lamprey Health Care, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	169,332	0.00	0.00
Evalie Crosby	Chief Financial Officer	144,199	0.00	0.00
Damaris Valera	Chief Operations Officer	108,119	0.00	0.00
Debora Bartley	Director of Community Services	52,767	0.00	0.00

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-08)

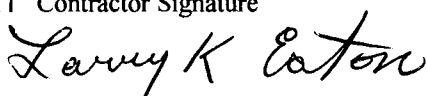
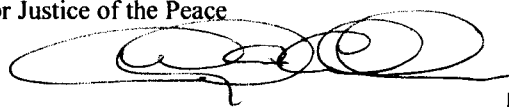
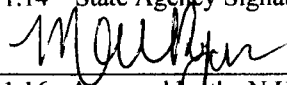
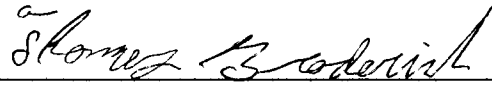
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory LARRY K. EATON Pres.	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Sullivan</u> On <u>November 28, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> WENDY A. CALLUM Notary Public - New Hampshire My Commission Expires May 4, 2021 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		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: _____ Date: <u>12/1/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Dec. 2, 2016</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials PKE
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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



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- 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



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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.



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- 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.



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- 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.



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- 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



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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



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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.



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- 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 devedined 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.

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Exhibit A-1

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



Exhibit B

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.



Exhibit B

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.

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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	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



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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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.

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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

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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

Larry 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

Larry K Eaton Pres
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.

Exhibit G

Contractor Initials

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



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 Estero
Name:
Title:

Exhibit G

Contractor Initials LKE

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



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

Lorrey K Eatoro
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

PKD



Exhibit I

- 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

LRD

11-28-16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

PKZ



Exhibit I

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

CRS

11-28-16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

RKE



Exhibit I

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

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

The State
Maureen Ryan

Signature of Authorized Representative
Maureen Ryan

Name of Authorized Representative
Director, OHS

Title of Authorized Representative
12/1/16

Date

Newport Senior Center, Inc.

Name of the Contractor
Larry K Eaton

Signature of Authorized Representative
LARRY K. EATON

Name of Authorized Representative
President

Title of Authorized Representative
11-28-16

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:

11-28-16
Date

Newport Senior Center
Name: Larry K Eaton Pres
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: 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?

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: _____

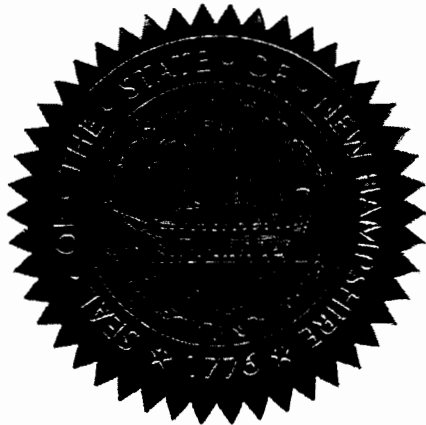
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11-28-16

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sharon B. Woodman, 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, 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 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 28th day of November, 2016.
(Date Contract Signed)

4. Larry K. Eaton is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sharon B. Woodman
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 28th day of November, 2016,

By Sharon B. Woodman
(Name of Elected Officer of the Agency)

Wendy A. Callum
(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)
4/18/2016

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

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

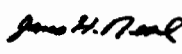
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com
	INSURER(S) AFFORDING COVERAGE
INSURED NEWPORT12 Newport Senior Center Inc DBA Sullivan County Nutrition Services PO Box 387 Newport NH 03773	INSURER A : Mount Vernon Fire Insurance
	INSURER B : Markel Insurance Company
	INSURER C : Star Insurance Company
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1609057407 **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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			8502SS4270640	4/18/2016	4/18/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8502SS4270640	4/18/2016	4/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4602SS4270670	4/18/2016	4/18/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0842202	4/18/2016	4/18/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	D&O Policy			NDO2554949A	4/18/2016	4/18/2017	1,000,000

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

CERTIFICATE HOLDER State of NH 129 Pleasant Street Concord NH	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 

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.

Contained in Employee Handbook, Page 3 – Goals & Objectives Section and Revisited Annually

Newport Senior Center, Inc.

**Financial Statements
June 30, 2015 and 2014**

Newport Senior Center, Inc.
Financial Statements
For The Years Ended June 30, 2015 and 2014

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McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggins, MST, CPA

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Newport Senior Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, 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 Newport Senior Center, Inc. as of June 30, 2015 and 2014, 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 Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 27, 2015, on our consideration of Newport Senior Center, 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 Newport Senior Center, Inc.'s internal control over financial reporting and compliance.

McLarney & Company, LLC

McLarney & Company, LLC
August 27, 2015

**Newport Senior Center, Inc,
Statements of Financial Position
For the Years Ended June 30, 2015 and 2014**

ASSETS

<u>Current Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>6/30/2015 Total</u>	<u>6/30/2014 Total</u>
Cash (Note 1)	\$ 826,320	\$ 12,071	\$ -	\$ 838,391	\$ 871,242
Certificates of Deposit	50,432	-	-	50,432	50,281
Inventory	5,712	-	-	5,712	10,046
Grants receivables (Note 2)	63,153	-	-	63,153	40,354
Interfund receivables	772	-	-	772	809
Prepaid Expenses	7,083	-	-	7,083	14,096
Total Current Assets	953,472	12,071	-	965,543	986,828
<u>Fixed Assets (Note 1)</u>					
Land	84,632	-	-	84,632	84,632
Buildings and improvements	506,324	-	-	506,324	506,324
Furniture, fixtures, vehicles and equipment	266,635	-	-	266,635	236,374
	857,591	-	-	857,591	827,329
Accumulated Depreciation	(560,436)	-	-	(560,436)	(526,720)
Total Fixed Assets, Net	297,155	-	-	297,155	300,610
TOTAL ASSETS	\$ 1,250,627	\$ 12,071	\$ -	\$ 1,262,698	\$ 1,287,438

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 32,268	\$ -	\$ -	\$ 32,268	\$ 31,798
Accrued Payroll & Payroll Tax Payable	10,257	-	-	10,257	10,039
Interfund payable	772	-	-	772	809
Total Current Liabilities	43,297	-	-	43,297	42,647
<u>Net Assets (Note 3)</u>					
Board restricted: Title IIIB and Title IIIC	993,307	-	-	993,307	1,038,114
Operating fund	214,024	12,071	-	226,095	206,678
Total Net Assets	1,207,330	12,071	-	1,219,401	1,244,791
TOTAL LIABILITIES AND NET ASSETS	\$ 1,250,627	\$ 12,071	\$ -	\$ 1,262,698	\$ 1,287,438

Newport Senior Center, Inc,
Statements of Activities
For the Years Ended June 30, 2015 and 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>6/30/2015 Total</u>	<u>6/30/2014 Total</u>
PUBLIC SUPPORT:					
Grants:					
Title IIC, Nutrition Services	\$ 365,438	\$ -	\$ -	\$ 365,438	\$ 361,541
Title IIIB, Transportation and Elder Support	21,578	-	-	21,578	73,399
Title XX, Social Services Block Grant	218,465	-	-	218,465	155,196
Nutritional Services Incentive Program (NSIP)	82,942	-	-	82,942	75,596
Title XIX, Home and Community Based Care (HCBC)	15,524	-	-	15,524	47,178
Cash Matching:					
Non-Federal Share	56,507	-	-	56,507	42,311
In-Kind Matching	9,600	-	-	9,600	9,600
Town Subsidies	6,000	-	-	6,000	6,000
Donations and Gifts	75,880	2,483	-	78,363	74,670
Gain (Loss) on Disposition of Assets	-	-	-	-	-
Total Public Support	851,933	2,483	-	854,416	845,491
OTHER REVENUE:					
Rent and cleaning	14,494	-	-	14,494	13,193
Fund-raising activities	14,383	-	-	14,383	17,098
Program Receipts - Trip Program	-	19,998	-	19,998	22,940
Membership dues	1,190	-	-	1,190	1,331
Gift shop revenue	1,347	-	-	1,347	1,428
Interest	1,775	-	-	1,775	1,635
Assets Released From Restriction	-	-	-	-	-
	<u>33,189</u>	<u>19,998</u>	<u>-</u>	<u>53,187</u>	<u>57,625</u>
TOTAL REVENUE AND SUPPORT	885,123	22,481	-	907,604	903,116
Functional Expenses					
<u>Program Services</u>					
Senior Center	47,519	-	-	47,519	43,215
Sullivan Nutrition Title IIIB	34,938	-	-	34,938	78,601
Sullivan Nutrition Title IIC	753,604	-	-	753,604	755,332
Trip Program	-	20,289	-	20,289	23,958
<u>Supporting Services</u>					
General & Administrative	70,547	-	-	70,547	61,075
Fund Raising	6,098	-	-	6,098	6,098
TOTAL FUNCTIONAL EXPENSES	912,705	20,289	-	932,994	968,279
CHANGE IN NET ASSETS	(27,583)	2,193	-	(25,390)	(65,163)
Net Assets - Beginning of Year	1,234,913	9,878	-	1,244,791	1,309,955
NET ASSETS - END OF YEAR	\$ 1,207,331	\$ 12,071	\$ -	\$ 1,219,401	\$ 1,244,791

**Newport Senior Center, Inc,
Statements of Functional Expenses
For the Years Ended June 30, 2015 and 2014**

	PROGRAM SERVICES									
	Sullivan Nutrition									
	Senior Center	Title IIIB	Title IIIC	Trip Program	Program Services	General & Administrative	Fund Raising	6/30/2015 Total Expenses	6/30/2014 Total Expenses	
Salary & Wages	7,615	27,209	267,600	-	\$ 302,424	\$ 22,812	\$ 5,665	\$ 330,900	\$ 332,322	
Benefits	-	-	2,859	-	2,859	-	-	2,859	2,714	
Payroll Taxes	760	2,081	20,452	-	23,293	1,745	433	25,471	26,412	
Contracted Services	-	-	-	-	-	-	-	-	44,589	
Professional Fees	1,725	-	-	-	1,725	14,041	-	15,766	12,025	
Staff Development	-	-	140	-	140	-	-	140	977	
Occupancy Costs	-	-	18,718	-	18,718	1,680	-	20,398	21,702	
Supplies	540	600	43,874	394	45,409	-	-	45,409	47,351	
Food	-	-	302,024	-	302,024	-	-	302,024	298,991	
Equipment Maintenance	-	-	9,273	-	9,273	-	-	9,273	7,814	
Repairs & Maintenance	8,921	-	-	-	8,921	-	-	8,921	7,155	
Utilities	-	-	2,249	-	2,249	21,745	-	23,994	20,835	
Telephone	-	600	5,052	-	6,610	-	-	6,610	6,890	
Postage	-	300	-	-	300	292	-	592	625	
Transportation	-	-	30,639	18,936	49,575	-	-	49,575	58,405	
Travel	-	4,148	4,784	-	8,932	3,216	-	12,148	12,691	
Insurance	1,995	-	31,637	-	33,632	-	-	33,632	28,408	
Employment Advertisements	-	-	-	-	-	5,016	-	5,016	1,987	
Miscellaneous	4,310	-	2,239	-	6,550	-	-	6,550	4,834	
Depreciation and Amortization	21,653	-	12,064	-	33,717	-	-	33,717	31,554	
TOTAL EXPENSES	\$ 47,519	\$ 34,938	\$ 753,604	\$ 20,289	\$ 856,349	\$ 70,547	\$ 6,098	\$ 932,994	\$ 968,279	

**Newport Senior Center, Inc,
Statements of Cash Flows
June 30, 2015 and 2014**

	<u>6/30/2015</u> <u>Total</u>	<u>6/30/2014</u> <u>Total</u>
Cash Flows From Operating Activities		
Change in Net Assets	\$ (25,390)	\$ (65,164)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	33,717	31,554
(Gain) loss on disposition of assets	-	-
(Increase) decrease in inventory	4,334	(927)
(Increase) decrease in grants receivable	(22,799)	50,482
(Increase) decrease in prepaid expenses	7,012	(7,355)
Increase (decrease) in accounts payable	470	5,344
Increase (decrease) in payroll and payroll taxes payable	218	(368)
	<u>22,952</u>	<u>78,729</u>
 Total adjustments		
	<u>\$ (2,438)</u>	<u>\$ 13,566</u>
 Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	<u>\$ -</u>	<u>\$ -</u>
 Cash Flows From Investing Activities		
Net (Investment in) maturities of certificates of deposit	-	-
Interest payments received	(151)	(163)
Purchase of property and equipment	(30,262)	(17,012)
	<u>\$ (30,413)</u>	<u>\$ (17,175)</u>
Net Cash Provided (Used) by Investing Activities		
	<u>\$ (32,851)</u>	<u>\$ (3,609)</u>
 NET INCREASE (DECREASE) IN CASH		
	<u>\$ 871,242</u>	<u>\$ 874,851</u>
 CASH AT BEGINNING OF YEAR		
	<u>\$ 838,391</u>	<u>\$ 871,242</u>
 CASH AT END OF YEAR		

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2015 and 2014

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. 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.

Financial Statement Presentation

The financial statements have been prepared in accordance with Financial Accounting Standards Board (FASB ASC 958-210-45). Under this standard, 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. In addition, the Organization is required to present a statement of cash flows.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions. Substantially all revenues are derived from grants and service contracts awarded by government agencies and nonprofit organizations.

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.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2015 and 2014

Accounts Receivable

Accounts Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

Allocation of Joint Costs

Expenses are charged to each program based on direct expenditures incurred. Any program expenditures not directly chargeable are allocated to programs and supporting services using allocation formulas based on analyses of personnel time and/or space utilized for the related activities. It was estimated that 10% of the Executive Director's time was spent on fund raising activities related to obtaining and continuing various grants in the Sullivan Nutrition program.

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 \$9,600 for the years ending June 30, 2015 and 2014. In addition, the Organization received donations of food valued at \$0 and \$0 during the years ended June 30, 2015 and 2014, 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 2015 and 2014.

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:

	<u>Years</u>
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, 2015 and 2014 was \$33,717 and \$31,554, respectively.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2015 and 2014

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, 2015 and 2014 were as follows:

	<u>2015</u>	<u>2014</u>
Due from the State of New Hampshire		
Division of Elderly and Adult Services for:		
Nutrition Services Incentive Program	9,643	5,012
Title IIIB, Transportation, Elder Support and Home Health	3,780	6,739
Title IIIC, Congregate Meals and Home Delivered Meals	30,802	19,956
Title XX, Home Delivered	17,329	-
Title XIX, Home and Community Based Care	1,598	6,191
Due from Towns:		
Town of Lempster	-	-
Town of Sunapee	-	2,456
Total	<u>63,153</u>	<u>40,354</u>

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 August 27, 2015, 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, 2015 and none were found.

McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggins, MST, CPA

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 Trustees 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, 2015, 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 August 27, 2015.

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 the Organization'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
August 27, 2015

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]
[REDACTED]
[REDACTED]
[REDACTED]

Robert (Bob) Burby

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

VICE PRESIDENT

Larry Flint

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Bob Dearborn

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TREASURER

Elaine McMahon

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Judy Wilson

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SECRETARY

Sharon Woodman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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



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)

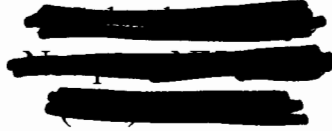
Rockhurst University Continuing Education Center
How to Communicate with Tact, Professionalism, and Diplomacy Certificate
(2012)

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 serving on several sub-committees

Bernice Picaza

Bernice Picaza



Entry Level Office Assistant

I am very eager to work for this company. Although I do not have much experience, I will not disappoint you. I hope to be considered for the position.

Skills

- Strong communication skills
- Office equipment, such as printers, copy machines, fax machine, etc.
- Creating documents in Microsoft Word, Excel, PowerPoint and Publisher
- Entering information into Citrix
- Bi-lingual English and Spanish

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

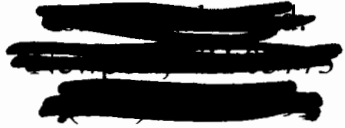
Education

I attended 3 classes at River Valley Community College, Keyboarding, College Composition and Business Correspondence.

References

Teanna Rentas	(603) 738-0911	Old colleague
Leslie Jones	(603) 542-6236	Supervisor at SCS Workplace Success
Bill Ingalls	(603) 313-0067	Second in Charge at SCS Workplace Success

Beverly LaClair



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

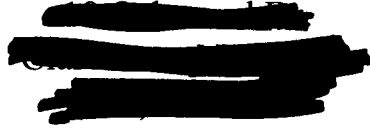
Education

1970 Typing certificate
1975 GED
Serv-Safe Certified 2008

References

Joan Kennett	(603) 542-6583	Old colleague
Linda Lee	(603) 542-0001	Long-time friend

Marie Herzig



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

Outreach Coordinator



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	\$54,100	100 %	\$54,100

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-09)

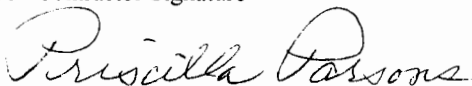
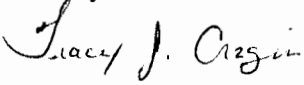
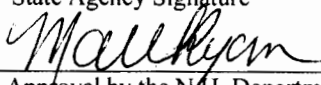
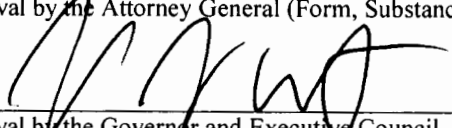
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Tracy J. Cragin - Justice of the Peace			
1.14 State Agency Signature 		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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

-
- 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.



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- 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



Exhibit A

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.



Exhibit A

- 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.



Exhibit A

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- 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.



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- 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



Exhibit A

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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A-1

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.

<u>Name of Service</u>	<u>County/Counties</u>	<u>Towns/Cities where Services will be offered</u>
<u>Nutrition Congregate</u>	Carroll	Moultonboro
		Ossipee
		Sandwich
		Tamworth
<u>Nutrition Home Delivered</u>	Carroll	Effingham
		Freedom
		Moultonboro
		Ossipee
		Sandwich
		Tamworth
		Wakefield



Exhibit B

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.

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Exhibit B

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 IIIIC HD Meals	Per Meal	13,065	\$5.50	\$ 71,857.50
Title IIIIC 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 IIIIC HD Meals	Per Meal	26,130	\$5.50	\$ 143,715.00
Title IIIIC 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 IIIIC HD Meals	Per Meal	6,533	\$5.50	\$ 35,931.50
Title IIIIC Cong Meals	Per Meal	5,707	\$5.50	\$ 31,388.50
Title XX HD Meals	Per Meal	7,144	\$5.50	\$ 39,292.00



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



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

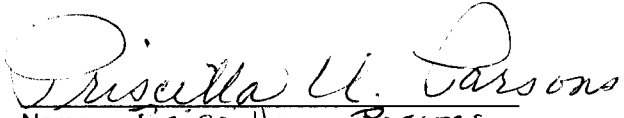
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

Nov. 28 - 2016
Date


Name: Triscilla 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

P. R. P.

11-28-16



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:

Date

Name:
Title:

Contractor Initials P. U. F.
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.

Exhibit G

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

Contractor Initials

PUP

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Nov-28-2016
Date

Priscilla U. Parsons
Name: Priscilla Parsons
Title: Chairman, Board of Directors

Exhibit G

Contractor Initials

P.U.P.

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



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 U. Parsons
Name: Priscilla Parsons
Title: Chairmen Board of Directors



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

P.U.P.

11-28-16



Exhibit I

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

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

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

P.H.F.

11-28-16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

P.U.P.

11-28-16



Exhibit I

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

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

P.U.P.

11-28-16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

P-L-P



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/29/16
Date

Ossipee Concerned Citizens, Inc.
Name of the Contractor

Priscilla U. Parsons
Signature of Authorized Representative

Priscilla Parsons
Name of Authorized Representative

Chairman, Board of Directors
Title of Authorized Representative

Nov-28-2016
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:

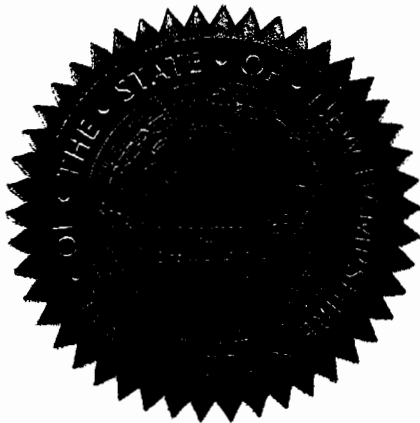
Nov-28-2016
Date

Priscilla U. Parsons
Name: Priscilla Parsons
Title: Chairman, Board of Directors

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 OSSIPPEE CONCERNED CITIZENS, INC. is a New Hampshire nonprofit corporation formed May 12, 1975. 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 6th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, 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
(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 04/14/15:
(Date)

RESOLVED: That the Chairman of the Board
(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 28 day of November, 2016.
(Date Contract Signed)

4. PRISCILLA PARSONS is the duly elected CHAIRMAN OF THE BOARD
(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 Carsol

The forgoing instrument was acknowledged before me this 28th day of November, 2016.

By Robert W. Morin
(Name of Elected Officer of the Agency)

Lacey J. Cign
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: March 6, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2016

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

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

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 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 :
INSURED Ossipee Concerned Citizens Inc PO Box 426 Center Ossipee NH 03814-0426	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		NPP1340796	09/08/2016	09/08/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC9340947	08/22/2016	08/22/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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 <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Tina L. Antonucci</div>
--	---

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.

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED
JUNE 30, 2015
AND
INDEPENDENT AUDITORS' REPORT**

OSSIPEE CONCERNED CITIZENS, INC.

JUNE 30, 2015

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Hennessey & Vallee, PLLC

Trusted / Balanced / Professional

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management
Ossipee Concerned Citizens, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Ossipee Concerned Citizens, Inc. (a nonprofit corporation) which comprise the statement of financial position as of June 30, 2015, and the related statement of activities, cash flows, and functional expenses 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 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 Ossipee Concerned Citizens, Inc. as of June 30, 2015, 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.

Hennessey & Vallee, PLLC
Concord, New Hampshire
February 8, 2016

Ossipee Concerned Citizens, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2015

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	59,912
Investments		83,973
Inventory		10,000
Receivables		
Due from grantors		36,917
Due from employees		2,350
Total current assets		193,152

PROPERTY AND EQUIPMENT

Equipment & furnishings		138,476
Less accumulated depreciation		56,959
Property and equipment - net		81,517

TOTAL ASSETS

\$ 274,669

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	-
Accrued expenses		3,315
Security deposit		88
Total current liabilities		3,403

LONG TERM LIABILITIES

Line of Credit		28,951
Total long term liabilities		28,951

TOTAL LIABILITIES

32,354

NET ASSETS

Unrestricted		
Net investment in property and equipment		81,517
Designated for operating endowment		83,973
Undesignated		63,166
Temporarily restricted		
Purpose- restricted donations		13,659
Total net assets		242,315

TOTAL NET ASSETS

242,315

TOTAL LIABILITIES AND NET ASSETS

\$ 274,669

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
OPERATING SUPPORT AND REVENUE			
Public Support:			
Federal grants	\$ 465,342	\$ -	\$ 465,342
Direct state funding	47,755		47,755
State grants	16,782	-	16,782
Town support	76,560	-	76,560
Donated rental space	56,000	-	56,000
Client and other donations	57,952	13,000	70,952
Fundraising and other support	80,952	-	80,952
	<u>801,343</u>	<u>13,000</u>	<u>814,343</u>
Revenues:			
Program service revenue	39,881	-	39,881
Hatch rental income (net of related expenses)	2,520	-	2,520
Interest and dividends	2,472	-	2,472
Capital gains (losses)	106	-	106
(Decrease) increase in fair value of investments	(974)	-	(974)
	<u>44,005</u>	<u>-</u>	<u>44,005</u>
NET ASSETS RELEASED FROM RESTRICTIONS			
Satisfaction of restrictions	<u>7,399</u>	<u>(18,399)</u>	<u>-</u>
TOTAL REVENUE, SUPPORT, AND NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>852,747</u>	<u>(5,399)</u>	<u>858,348</u>
EXPENSES			
Program expenses	807,078	-	807,078
General and Administrative	32,161	-	32,161
Fundraising and public awareness	8,911	-	8,911
TOTAL EXPENSES	<u>848,150</u>	<u>-</u>	<u>848,150</u>
CHANGE IN NET ASSETS	4,597	(5,399)	10,198
NET ASSETS- BEGINNING OF THE YEAR AS ORIGINALLY PRESENTED	203,059	19,058	222,117
Prior Period Adjustment	<u>10,000</u>	<u>-</u>	<u>10,000</u>
NET ASSETS- BEGINNING OF THE YEAR AS ADJUSTED	<u>213,059</u>	<u>19,058</u>	<u>232,117</u>
NET ASSETS- END OF YEAR	<u>\$ 217,656</u>	<u>\$ 13,659</u>	<u>\$ 242,315</u>

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 10,198
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	3,151
Unrealized (gains) and losses	974
Change in assets and liabilities:	
(Increase) in due from grantors	(10,080)
Decrease (increase) in due from employees	2,275
(Decrease) increase in accounts payable and accrued expenses	<u>(4,278)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,240</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(64,797)
Purchase of investments	<u>(2,519)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(67,316)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
Increase in line of credit	<u>28,951</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>28,951</u>
NET DECREASE IN CASH	(36,125)
CASH - BEGINNING OF YEAR	<u>96,037</u>
CASH - END OF YEAR	<u>\$ 59,912</u>

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising and Public Awareness</u>	<u>Total</u>
Personnel				
Salaries & wages	\$ 397,826	\$ 12,304	\$ -	\$ 410,130
Employee benefits	32,360	1,001	-	33,361
Payroll taxes	30,510	944	-	31,454
Contracted Services	11,041	-	-	11,041
Purchased services:				
Audit fees	3,434	1,691	-	5,125
Telephone & internet	2,224	117	-	2,341
Insurance	1,837	324	-	2,161
Training, dues & Conferences	1,754	-	-	1,754
Subscriptions and other postage	1,129	59	-	1,188
Other Purchased services	784	41	-	825
Postage	494	26	-	520
Medical/wellness	122	54	-	176
Property services:				
Rental value of donated space	50,400	5,600	-	56,000
Utilities	43,754	4,862	-	48,616
Rent	8,010	-	-	8,010
Depreciation	3,151	-	-	3,151
Trash removal	2,295	255	-	2,550
Repairs & maintenance	1,826	203	-	2,029
Automobile	535	17	-	552
Travel	6,575	3,239	-	9,814
Supplies:				
Food	177,560	-	-	177,560
Program supplies	7,823	-	-	7,823
Noncapital equipment	6,625	-	-	6,625
Office supplies	429	212	-	641
Other:				
Santa project	12,064	-	-	12,064
Helping fund	-	-	6,899	6,899
Other expenses	2,464	1,213	-	3,677
Other fundraising expenses	-	-	2,012	2,012
Line of credit interest	51	-	-	51
TOTAL EXPENSES	<u>\$ 807,078</u>	<u>\$ 32,161</u>	<u>\$ 8,911</u>	<u>\$ 848,150</u>

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

A. NATURE OF ACTIVITIES

Ossipee Concerned Citizens, Inc., (the Organization) 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 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 and the State of New Hampshire Division of Elderly and Adult Services.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation – The Financial statements have been prepared in accordance with the Statement of Financial Accounting Standards (SFAS) No. 117, “Financial Statements of Not-for-Profit Organizations.” Under SFAS No. 117, 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 on the existence or absence of donor-imposed restrictions. In addition, the Organization is required to present a statement of cash flows.

Basis of Accounting – The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (contributions, donations, etc.) and related contributions receivable are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Organization.

Use of 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.

Cash and Cash Equivalents – Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

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 investments, interest, and 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.

Concentrations of credit and market risk – Financial instruments that potentially expose the Organization to *credit risk* consist primarily of bank deposits. It is the Organization’s policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Organization has not experienced any losses on its cash deposits. Market risk is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts.

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory – Inventory consists of food and supplies in the food programs.

Property and Equipment – All costs of property and equipment, and the approximate fair value of donated assets in excess of \$1,000 and having an economic useful life greater than one year are capitalized. Depreciation is computed using the straight-line method, beginning in the month of acquisition, at rates based on the following estimated useful lives:

	<u>Years</u>
Equipment & Furnishings	5

Depreciation expense for the year ended June 30, 2015 was \$3,151.

Revenue Recognition – Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government grant, contract, or other donor restrictions. A *temporary restriction* permits the organization to use donated assets as specified for a particular purpose. *Permanently restricted* net assets are those that are required to be permanently maintained but that the income from the investment of such may be used for specified purposes. All 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 (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Intentions to Give – Pledged amounts are used only for the Organization’s budgetary purposes and are not considered a guarantee of collection since donors may rescind the pledges at any time. Since pledges do not meet the criteria for revenue recognition under SFAS No. 116, they are not reflected as contributions in the statement of activities until the pledges are collected.

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 Center is recorded at an estimated rental value of \$56,000 which reflects a rate which is equal to \$8 per square foot times 7,000 square feet of space provided. The value of donated services is not reflected in the financial statements since there is no objective basis available by which to measure the value of such services. However, a substantial number of volunteers, as well as the Organization’s Board of Directors, have donated significant amounts of their time towards the Organization’s various programs and fund-raising projects.

Refundable Advances – Grants received in advance of the year to which they apply are recorded as refundable advances in the statement of financial position.

Functional Allocation of Expenses – The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated to the programs and supporting activities benefited. Direct expenses are charged to each program based on direct costs incurred or estimated usage. Any program costs not directly chargeable are allocated to a program based on the direct charges.

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes – The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). Therefore, no provision for income taxes is made in the accompanying financial statements

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the

Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2012.

C. ASSETS

Cash and Cash Equivalents – All bank balances of deposits as of June 30, 2015 were insured by the Federal Deposit Insurance Corporation (FDIC).

Investments – Investments at June 30, 2015 were as follows:

Investment in mutual funds and restricted savings	\$ 43,431
Real estate held for resale	40,542
	<u>\$ 83,973</u>

The composition of investment return in the statement of activities for the year ended June 30, 2015 was as follows:

<i>Unrestricted:</i>	
Interest and dividends	\$ 2,472
Capital gain distributions	106
Unrealized gains (losses)	(974)
	<u>\$ 1,604</u>

Receivables ~ Due from Grantors – The Organization’s receivable, Due from State agencies and other grantors, as of June 30, 2015 was as follows:

<i>Agency Programs:</i>	
NSIP	\$ 10,609
HCBC	670
USDA – Title III	9,367
Town support	16,271
	<u>\$ 36,917</u>

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

C. ASSETS (Continued)

Property and Equipment – Property and equipment at June 30, 2015 consisted of the following:

Equipment & furnishings	\$ 138,476
Less: Accumulated depreciation	<u>(56,959)</u>
	<u>\$ 81,517</u>

Compensated Absences – An accrual for compensated absences has not been included in the financial statements. Since the Organization cannot receive reimbursement of this amount until paid, accrual would result in a mismatching of the revenue and expense. The amount of accumulated-unpaid vacation and sick leave as of June 30, 2015 did not amount to more than a normal year’s allowance.

D. NET ASSETS

Temporarily Restricted – Net assets restricted to specific purposes by donors include the following:

	Balances June 30, 2014	New Funds Received	Released From Restriction	Balances June 30, 2015
<i>Restricted for special needs:</i>				
Private donation	\$ 13,058	\$ 13,000	\$ 12,399	\$ 13,659
Bald Peak Grant	<u>6,000</u>	<u>-</u>	<u>6,000</u>	<u>-</u>
	<u>\$ 19,058</u>	<u>\$ 13,000</u>	<u>\$ 18,399</u>	<u>\$ 13,659</u>

Board-Designated Net Assets – Board designations for a long-term operating reserve as of June 30, 2015 were \$83,973. The board’s intent in setting aside these donated funds is to create an endowment that will sustain future operations by allowing for the transfer of earnings to support operations or for special needs without ever using the principal balance. Currently, income to the reserve fund consists of interest and dividends on mutual funds and from donations. Whereas the fund is in its initial stage and market returns have been minimal, no monies were transferred to support operations in either fiscal year.

E. SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants – Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Organization. The amount which may be disallowed by the grantor cannot be determined at this time although the organization expects such amounts, if any, to be immaterial.

F. PRIOR PERIOD ADJUSTMENT

Inventory was not accounted for in the prior period. An entry to correct the beginning retained earnings balance has been reflected in the Statement of Activities for the year ended June 30, 2015 in the amount of \$10,000.

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

G. SUBSEQUENT EVENTS

The Organization has evaluated events through February 8, 2016, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

Ossipee Concerned Citizens, Inc.

Board of Directors 2016

Priscilla Parsons	Chairman
Robert Bossdorf	Treasurer
Robert Morin	Secretary
Theresa Camire	Member
Ronald Camire	Member
Louise Champion	Member
Bruce Crawford	Member
Mary Hockmeyer	Member
Marilyn Indelicato	Member
June Loud	Member
Donald Miskelly	Member
Gary Sowerby	Member
Ann Ward	Member

Donna E. Sargent

Education: B.S. Human Services-Southern New Hampshire University

Employment: January 1979 – Present

Executive Director – Ossipee Concerned Citizens, Inc.

Responsibilities: Management of multi-purpose, multi-generational human service organization, including elderly nutrition, senior center, children's childcare center, Santa project

Duties include: proposal writing, liaison with state, federal and local funding sources, staff relations, public relations, fundraising and fiscal management of annual operating budget in excess of \$600,000.00

1969 – 1978

Site Coordinator – Carroll County Family Planning

Responsibilities: Establish and maintain a Family Planning Program in Southern Carroll County

Duties: Recruitment and counseling of clients, maintain required records, perform routine blood pressure, weight, and pregnancy tests. Worked closely with physicians, school nurses and other Health and Human Service personnel. Prepare and distribute all PR.

Civic: Member of Ossipee Budget Committee, Ossipee Main Street Program, Advisory Board Endowment for Health, Carroll County RCC, Ossipee Representative to Mount Washington Valley Economic Council Board, First Congregational Church of Ossipee

Awards: "Outstanding Young Women of America" 1980

FIRST recipient of "Northern New Hampshire Foundations Community Leadership Award" 1990

Personal: Sports, reading, gardening, people, animals

James B. Thompson

Education: Bachelor of Science Degree – University of New Hampshire

Employment: 1991 – Present

Deputy Director – Ossipee Concerned Citizens, Inc.

Responsibilities: 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 fundraising.

1986 – 1991

Freelance writer and building construction

1981-1986

Community Development/Grant Writer – Ossipee Concerned Citizens, Inc.

Responsibilities: 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 – Town of Ossipee

Responsibilities: development of a multi-age recreation department for the town. Establishment of goals and objectives for the new department, and institution of programs/activities to meet those needs.

Civic: Chairman of the Board of Directors, Ossipee Concerned Citizens, Inc., Head Coach of Kingswood Regional High School Boys Basketball, Head Coach of 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

John G. Whittier

Education: 2015 Graduate Granite State College BS in Business Management

2003 Graduate Laconia Tech AS Computer Science

Employment: 2008 – Present

Finance Manager – Ossipee Concerned Citizens, Inc.

Responsibilities: prepare payroll & all reports & filings to the government in relation to payroll. EFTP payments and 941's workers compensation and unemployment reports. Maintain accurate accountant system of agency's overall fiscal situation. Negotiate all pricing contracts with vendors, food or service providers. Create, maintain, and report to the Board of Directors all reports. This includes but is not limited to agency P&L's for various programs, accurate balance sheet information, information regarding agency assets and current values of investments. Assist Executive Director in creation of agency budget along with quarterlies to the state and any other task needed involving the finances of the agency.

2005 - 2007

Cook – Eagle Mountain House

Responsibilities: prep foods, prepare salad and deserts, serve as needed

2005 - 2002

Contractor – Hurd Contractors

Responsibilities: Roofing, Siding, Framing

1994 – 2003

Director's Assistant – Ossipee Concerned Citizens, Inc.

Responsibilities: help with day to day operations as needed, deliver CSFP Boxes, answer phone

Ossipee Concerned Citizens
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
John G. Whittier	Finance Manager	37440	20	7488
Amanda White	Meals Director	12636	100	12636

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-10)

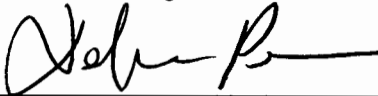

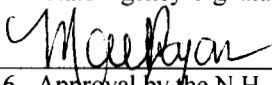
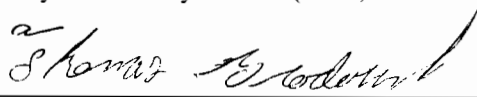
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

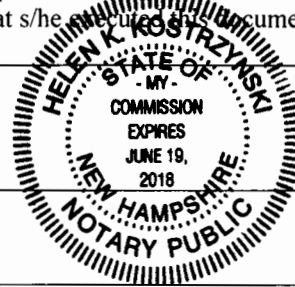
AGREEMENT

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 the 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 Title of Notary or Justice of the Peace <i>Helen Kostrzynski - Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director Date: 12/1/16	
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

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.

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Exhibit A

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- 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.



Exhibit A

- 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



Exhibit A

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.



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- 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.

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Exhibit A

- 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.

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Exhibit A

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- 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

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Exhibit A

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



Exhibit A

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.



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- 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;



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5.1.3.2.3. The nature of the transportation devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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	60,334	\$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



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.

A handwritten signature in black ink, appearing to be "JL", written over a horizontal line.



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.

JP



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

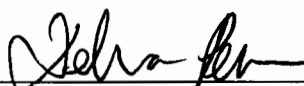
The undersigned certifies, to the best of his or her knowledge and belief, that:

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 (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: Rockingham Nutrition & Meals On Wheels

11/30/2016

Date

Name: Debra Perou, Executive Director
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.

Exhibit G

Contractor Initials

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



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

Exhibit G

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

Contractor Initials DP



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



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

- 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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
12/1/16
 Date

Rockingham Nutrition - MOW Program
 Name of the Contractor
Debra Perou
 Signature of Authorized Representative
Debra Perou
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
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

D Perou
Name: *D Perou*
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:

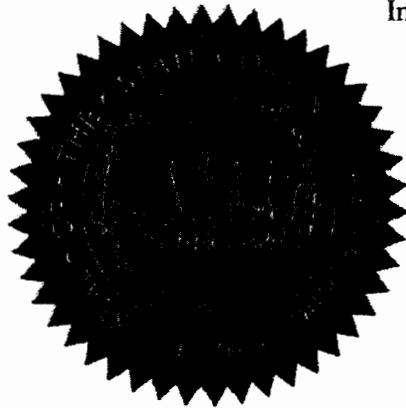
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

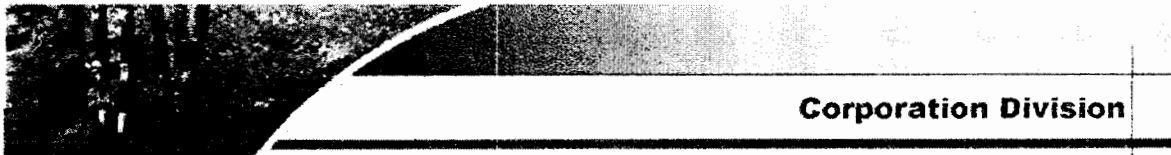
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire nonprofit corporation formed October 30, 1978. I further certify that it is in good standing as far as this office is concerned, having 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 April, A.D. 2015

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

William M. Gardner
Secretary of State



Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 10/3/2016 **Filed Documents**
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC.	Legal
ROCKINGHAM COUNTY NUTRITION PROGRAM	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	66243
Status:	Good Standing
Entity Creation Date:	10/30/1978
Principal Office Address:	106 North Road Brentwood NH 03833
Principal Mailing Address:	106 North Rd Brentwood NH 03833
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/6/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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 June 9, 2016:
(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 30th day of November, 2016.
(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 30th day of November, 2016.

By Sallyann Hawko, Board Secretary
(Name of Elected Officer of the Agency)

Helen K Kostzynski
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: _____



Rockingham Nutrition & Meals On Wheels Program

106 North Road • Brentwood, NH 03833

(603) 679-2201 • Fax: (603) 679-2206 • Admin@RNMOW.org

Agency Mission Statement:

RNMOW provides nutritious meals and beneficial support services to older and disabled residents of Rockingham County who need assistance to help them preserve long term health, well-being, and independence.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

BRENTWOOD, NEW HAMPSHIRE

FINANCIAL REPORT

JUNE 30, 2015

**ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
FINANCIAL REPORT**

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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, 2015, 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, 2015, 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

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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 27, 2015, 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 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 Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and compliance.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 27, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

Current Assets	
Cash and cash equivalents	\$ 1,093,669
Investments	532,643
Grants, contract funds and accounts receivable	202,847
Prepaid expenses	<u>5,044</u>
 Total Current Assets	 1,834,203
 Property and equipment, net	 <u>28,939</u>
 Total Assets	 <u><u>\$ 1,863,142</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable	\$ 35,321
Accrued expenses	139,460
Deferred revenue	<u>12,811</u>
 Total Liabilities	 <u>187,592</u>
 Net Assets	
Unrestricted:	
Operating	596,050
Board Designated	1,069,000
Temporarily Restricted	<u>10,500</u>
 Total Net Assets	 <u>1,675,550</u>
 Total Liabilities and Net Assets	 <u><u>\$ 1,863,142</u></u>

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015

	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue			
Bureau of Elderly and Adult Services IIC	\$ 911,177	\$ -	\$ 911,177
Bureau of Elderly and Adult Services IIB	181,685	-	181,685
Bureau of Elderly and Adult Services XX	545,706	-	545,706
HCBC	188,031	-	188,031
NSIP	207,467	-	207,467
Rockingham County and Local Municipal Government Grants	207,333	-	207,333
Site Donations	315,159	-	315,159
Fundraising Revenue and Other Donations	235,036	21,000	256,036
United Way	52,851	-	52,851
Other Income	19,982	-	19,982
In-Kind Revenue	181,226	-	181,226
Net assets released from restrictions	<u>21,000</u>	<u>(21,000)</u>	<u>-</u>
Total Public Support and Revenue	<u>3,066,653</u>	<u>-</u>	<u>3,066,653</u>
Net Unrealized Gain on Investments	<u>3,087</u>	<u>-</u>	<u>3,087</u>
Total Revenues, Gains and Other Support	<u>3,069,740</u>	<u>-</u>	<u>3,069,740</u>
Expenses			
Program Services			
Congregate	344,234	-	344,234
Home Meals	2,034,792	-	2,034,792
Transportation	<u>187,045</u>	<u>-</u>	<u>187,045</u>
Total Program Services	<u>2,566,071</u>	<u>-</u>	<u>2,566,071</u>
Supporting Services			
Management and General	254,922	-	254,922
Fundraising	<u>20,579</u>	<u>-</u>	<u>20,579</u>
Total Supporting Services	<u>275,501</u>	<u>-</u>	<u>275,501</u>
Total Expenses	<u>2,841,572</u>	<u>-</u>	<u>2,841,572</u>
Change in Net Assets	228,168	-	228,168
Net Assets - Beginning of Year	<u>1,436,882</u>	<u>10,500</u>	<u>1,447,382</u>
Net Assets - End of Year	<u>\$ 1,665,050</u>	<u>\$ 10,500</u>	<u>\$ 1,675,550</u>

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, 2015

	Program Services			Supporting Services			Total
	Congregate	Home Meals	Transportation	Total Program Services	Management and General	Fundraising	
Contractual Food, Paper & Supplies	\$ 189,411	\$ 951,623	\$ -	\$ 1,141,034	\$ -	\$ -	\$ 1,141,034
Salaries and Wages	93,792	676,405	82,451	852,648	145,953	4,514	1,003,115
In-Kind Rent	26,172	122,035	9,460	157,667	23,559	-	181,226
Travel and Transportation	-	100,868	42,410	143,278	4,430	-	147,708
Fringe Benefits	7,803	57,484	5,654	70,941	12,519	-	83,460
Payroll Taxes	7,189	51,024	7,151	65,364	11,535	-	76,899
Insurance	4,744	22,364	2,357	29,465	29,465	-	58,930
Operational Supplies	5,048	23,796	-	28,844	32	-	28,876
Professional Fees	766	2,775	443	3,984	15,938	-	19,922
Depreciation Expense	2,693	2,693	12,570	17,956	-	-	17,956
Vehicle Expenses	-	-	16,198	16,198	-	-	16,198
Fundraising Supplies & Expenses	-	-	-	-	-	16,065	16,065
Equipment and Maintenance	-	1,187	3,958	5,145	5,145	-	10,290
Telephone & Internet	874	4,124	1,407	6,405	2,745	-	9,150
Rent	1,397	6,584	694	8,675	-	-	8,675
Data Processing	858	4,046	426	5,330	-	-	5,330
Training and Conferences	1,590	1,590	795	3,975	-	-	3,975
Dues and Donations	-	-	-	-	3,601	-	3,601
Printing and Publications	558	2,631	277	3,466	-	-	3,466
Advertising	854	1,278	424	2,556	-	-	2,556
Postage and Shipping	393	1,852	195	2,440	-	-	2,440
Licenses	92	433	175	700	-	-	700
	<u>\$ 344,234</u>	<u>\$ 2,034,792</u>	<u>\$ 187,045</u>	<u>\$ 2,566,071</u>	<u>\$ 254,922</u>	<u>\$ 20,579</u>	<u>\$ 2,841,572</u>

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, 2015

Cash flows from operating activities	
Change in net assets	\$ 228,168
Adjustments required to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	17,956
Net realized and unrealized gain on investments	(3,087)
Increase in grants, contract funds and accounts receivable, net	(79,220)
Decrease in prepaid expenses	14,374
Decrease in accounts payable and accrued expenses	(39,487)
Increase in deferred revenue	<u>143</u>
 Net cash provided by operating activities	 <u>138,847</u>
 Cash flows from investing activities	
Purchases of investment securities	(12,631)
Purchases of equipment	<u>(1,594)</u>
 Net cash used in investing activities	 <u>(14,225)</u>
 Increase in cash and cash equivalents	 124,622
 Cash and cash equivalents - July 1, 2014	 <u>969,047</u>
 Cash and cash equivalents - June 30, 2015	 <u>\$ 1,093,669</u>
 Supplemental Disclosure of Cash Flow Information	
 Cash paid during year for taxes	 <u>\$ -</u>
Cash paid during year for interest	<u>\$ -</u>

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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, 2015 as management is of the opinion that all amounts are collectible.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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 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.

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, 2015.

In-Kind Contributions:

The Organization records revenue and expenditures of an in-kind nature which represents the estimated fair market value of donated facilities. The fair market value of these contributions which total \$181,226 for the year ended June 30, 2015 have been included in the accompanying financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**, Continued

Tax Status and Uncertain Tax Positions:

RNMOW is a non-profit organization, exempt from taxation under Internal Revenue Code Section 501(c)(3). Accordingly, no provision for income taxes has been provided for 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.

GAAP requires the Organization to evaluate and disclose tax positions that could have an effect on the Organization's financial statements. Substantially all of the Organization's income, expenditures and activities relate to its exempt purpose, therefore, management has determined that the Organization is not subject to unrelated business income taxes and will continue to qualify as a tax-exempt not-for-profit entity. There was no unrelated business income for 2015.

The Organization reports its activities to the Internal Revenue Service and to the State of New Hampshire on an annual basis. These informational returns are generally subject to audit and review by the governmental agencies for a period of three years after filing.

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, 2015:

	<u>Cost</u>	<u>Market Value</u>
Mutual Funds	\$ <u>424,540</u>	\$ <u>532,643</u>

Investment return for the year ended June 30, 2015 was composed of:

Dividends	\$ 12,631
Net unrealized gain	<u>3,087</u>
Total investment return	<u>\$ 15,718</u>

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 hierarchy 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.

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.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

NOTE 3 **FAIR VALUE MEASUREMENTS, Continued**

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, 2015 are as follows:

<u>Assets at Fair Value as of June 30, 2015</u>		
<u>Description</u>	<u>Significant Observable Inputs (Level 1)</u>	<u>Total</u>
Mutual Funds:		
Large Cap Fund	\$246,612	\$246,612
Bond Funds	146,675	146,675
International Funds	103,997	103,997
Real Estate Fund	<u>35,359</u>	<u>35,359</u>
Total assets at fair value	<u>\$532,643</u>	<u>\$532,643</u>

NOTE 4 **PROPERTY AND EQUIPMENT**

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

Motor vehicles	\$ 81,616
Food service and office equipment	<u>67,127</u>
	148,743
Less: Accumulated depreciation	<u>119,804</u>
Net book value	<u>\$ 28,939</u>

Depreciation expense for the year ended June 30, 2015 was \$17,956.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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, 2015, RNMOW received approximately 66% of its total revenue from two funding sources. At June 30, 2015, amounts due from these two funding sources included in accounts receivable was \$165,334.

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 2.5% of each participating employee's annual compensation for the fiscal year ended June 30, 2015. All discretionary contributions vest immediately. The Organization's discretionary contributions to the Plan totaled \$10,157 in 2015.

NOTE 7 **LEASES**

The Organization rents space under tenant-at-will agreements at various locations. Rental costs for the year ended June 30, 2015, were \$8,675.

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, 2015, \$21,000 were released for program services.

Temporarily restricted net assets at June 30, 2015 are available for the following purpose:

Home Delivered Meals	<u>\$10,500</u>
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NOTE 9 **BOARD DESIGNATED NET ASSETS**

The Board of Directors of RNMOW designated \$989,000 (the equivalent of approximately four 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,

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

NOTE 9 **BOARD DESIGNATED NET ASSETS, Continued**

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 \$80,000 for future capital asset enhancement and replacement.

NOTE 10 **SUBSEQUENT EVENTS**

Management has evaluated events through October 27, 2015, the date on which the financial statements were available to be issued. No other material subsequent events have occurred since June 30, 2015 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, 2015

<u>Federal Grantor/Pass-through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass Through Agency</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services:			
Pass-through from 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	NH-BEAS	\$ 116,569
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	NH-BEAS	569,212
Nutrition Services Incentive Program	93.053	NH-BEAS	207,467
Social Services Block Grant	93.667	NH-BEAS	<u>286,412</u>
Total Federal Awards			<u>\$ 1,179,660</u>

Note: The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Rockingham Nutrition and Meals on Wheels Program under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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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, 2015, 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 27, 2015.

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 Organization'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 over financial reporting 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 of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material

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*
Page 2

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
October 27, 2015

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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

***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 Circular A-133 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, 2015. Rockingham Nutrition and Meals on Wheels Program'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 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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' compliance.

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 direct and material effect on each of its major federal programs for the year ended June 30, 2015.

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 type of requirements that could have 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 OMB Circular A-133, 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 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purposes.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 27, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2015 and for the year then ended were prepared in accordance with GAAP.
2. No material weaknesses were identified during the audit of the financial statements.
3. No significant deficiencies relating to the audit of the financial statements of Rockingham Nutrition and Meals on Wheels Program 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*.
4. No instances of noncompliance material to the financial statements of Rockingham Nutrition and Meals on Wheels Program were disclosed during the audit.
5. 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 *OMB Circular A-133*.
6. The auditors' report on compliance for the major federal award programs for Rockingham Nutrition and Meals on Wheels Program expresses an unmodified opinion.
7. There were no audit findings relative to the major federal award programs of Rockingham Nutrition and Meals on Wheels Program.
8. The programs tested as a major program were:

<u>Program</u>	<u>CFDA No.</u>
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

9. The threshold for distinguishing type A and B programs was \$300,000 and \$100,000, respectively.
10. Rockingham Nutrition and Meals on Wheels Program was determined to be a low-risk auditee.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

None.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAM AUDIT

None.

SHAHEEN, PALLONE & ASSOCIATES

A PROFESSIONAL CORPORATION OF CERTIFIED PUBLIC ACCOUNTANTS

861 TURNPIKE STREET, NORTH ANDOVER, MA 01845
(978) 686-7200 FAX (978) 686-4314

INDEPENDENT AUDITORS' COMMENTS ON OTHER MATTERS

A. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

2014 - 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.

Rockingham Nutrition & Meals on Wheels Program
106 North Road
Brentwood, NH 03833
(603) 679-2201
Admin@RNMOW.org

RNMOW Board of Directors 2016 - 2017

<u>Name & Start Date:</u>	<u>Officers & Committees:</u>
Chris Kelsey <i>March 2010</i>	<i>Chairman</i> Governance - Chair
George A. Miller <i>January 2012</i>	<i>Vice-Chairman</i> Finance
David Barka <i>September 2003</i>	<i>Treasurer</i> Finance -Chair
Sallyann Hawko <i>April 2009</i>	<i>Secretary</i> Governance
Robert A. Davis <i>January 2011</i>	Finance
Tim Diaz <i>May 2014</i>	Finance
Diane Kerr <i>September 2003</i>	Governance
Carolyn O'Driscoll <i>June 2015</i>	Governance
Sandra J. Tanis <i>May 2016</i>	Governance

Debra Perou

Experience

1978- Present Rockingham Nutrition and Meals on Wheels Program, Inc
106 North Road, Brentwood, NH 03833

Position Description: Executive Director of the Rockingham Nutrition and Meals on Wheels Program, a private nonprofit organization that provides congregate and home delivered meals, social services and transportation to elderly and disabled residents living in Rockingham County, New Hampshire, a 37 town catchment area. Responsibilities include grant writing and presentation, personnel management, development and evaluation (76 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:

- University of New Hampshire Management Courses
- Applied Food Service Sanitation Course
- Rivier College Management Training
- New England Hospital Assembly Management Courses,
- And numerous seminars, workshops, 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 of America
- New Hampshire Senior Nutrition Network
- New England Regional Conference Committee (Co-Chair)
- NH Center for Nonprofits
- Region 9 Coordination Council
- Region 10 Transportation Coordination Council (and on Executive Committee)
- Exeter Coordination Transportation Committee

Jaymie Chagnon

Professional Highlights Assistant Director

- Development & maintenance of all computer systems for the agency
- Development & maintenance of all computerized tracking systems for everything from meal orders, client tracking & billing to payroll and earned time tracking.
- Development of Safety Committee and Safety Policy Manual
- HR responsibilities including drafting personnel policies, staying abreast of DOL regulations, hiring/firing/supervising/evaluating staff, etc.
- Working with Caterer on menu planning, event planning, and issues
- Assisting and supporting Director as needed including with State contracts, catering bid, agency representation, State Quarterlies & Annual Reports, etc.
- Fundraising duties including Town requests, Emergency Food & Shelter application, Combined Federal Campaign application, etc.
- Various Other Duties include: Day of Caring coordination, Regional Conference Committee, Staff meetings/trainings, etc

Program Administrator

- Development of Client Intake System around NAPIS requirements
- Development of computerized Title XX Billing System
- Data tracking and analysis
- Converting current paper tracking systems to computerized versions including the bookkeeping system
- Supervising Office Volunteer

Administration Assistant

- Tracking meal counts and other statistical data
- Agency general correspondences
- Meal orders

Skills

- Microsoft Office (Word, Excel, Access, Publisher, PowerPoint, & Outlook)
- HR Training Certificates
- Notary Public
- QuickBooks
- 28 years experience working for RNMOV
- 24 years of IT experience
- 17 years HR & management experience
- Strong grasp of prioritizing tasks
- Strong organizational and communications skills

Employment History

Assistant Director	RNMOW - Brentwood, NH	1999 to present
Program Administrator	RNMOW - Brentwood, NH	1992-1999
Administration Assistant	RNMOW – Brentwood, NH	1988 - 1992
Assistant Manager	Kmart – Salem, NH	1980 -1988

Education

	University of Lowell	1984
High School Diploma	Salem High School – Salem, NH	1982

Cyndi Mielke

Professional Highlights

Accounting Officer

- Process all aspects of payroll
- Verifies and pays bills
- Inputs and monitors incoming revenue
- Creates and submits financial reports to Director and Finance Committee
- Supports employee with HR needs such as insurance questions and other benefits
- Processes and monitors FMLA and other Leaves of Absences
- Process and monitors Workers Comp claims
- Researches options for cost saving opportunities (phone company, insurance options, etc.)
- Tracks employee benefits such as Earned Time
- Compiles various reports required by various funding sources
- Maintain Employment records
- Attends training sessions to stay abreast of current Labor Law requirements

Administrative Assistant

- Compiled and processed meal orders and changes
- Collected and monitored donations and other funding receipts
- Primary contact for phone calls and reception area
- Processed in and outgoing correspondence
- Assist staff with administrative duties as requested

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Powerpoint
- Cognos
- PLM
- QuickBooks
- 12 years in data collections and processing
- 12 years experience in various aspects of office duties
- 18 years experience in financial tracking
- Strong grasp of prioritizing tasks
- Strong organizational and communications skills

Employment History

Payroll Accounting Clerk	RNMOW, Brentwood, NH	2013 to present
Administrative Assistant	RNMOW, Brentwood, NH	2013
Executive Assistant	The Timberland Company	2000 - 2012
CEO Secretary	Service Credit Union	1979 - 2000

Education

Associate Degree in Business
Northern Essex Community College

Patricia King

Professional Highlights **Field Supervisor**

- Training new site managers
- Support and back up managers as needed
- Review meal routes for efficiency with annual route checks
- Works with managers on site development in key areas
- Coordinates agency with other groups such as Able, RSVP etc.
- Establish and maintain community relations
- Promote RNMOW at health fairs and senior meetings
- Conducts hiring process for site staff
- Works with administration on hiring managers
- Works with managers on discipline issues, (i.e. appropriate handling and documentation)
- Complete annual evaluation on each manager
- Completes annual assessment on each site location
- Perform compliance spot checks verifying policies and procedures are being followed

Intake Specialist

- Input client intakes into database
- Generates state 3502 applications and enters information into state database
- State quarterly reports

Site Manager

- Efficiently and effectively run senior meals program
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Accurately complete reports, payroll, intakes and other required paperwork on time.

Skills

- Microsoft word
- Microsoft excel
- Microsoft access
- Servsafe certification
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Field Supervisor	RNMOW, Brentwood, NH	2004 to present
Intake Specialist	RNMOW, Brentwood, NH	2000-2004
Site Manager	RNMOW, Brentwood, NH	1998-2000
Meals Driver	RNMOW, Brentwood, NH	1996-1998

Education

High School Diploma	St. Bernards, New London, CT	1970
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Helen Kostrzynski

Professional Highlights **Rockingham Nutrition & Meals on Wheels 2007-present**

In my current position I am responsible for the proper functioning of 12 Meals on Wheels sites that provide home delivered meals through out all of Rockingham County.

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
- Public Speaking events for town meetings, united way etc.
- 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
- Works with managers on discipline issues, i.e. appropriate handling and documentation
- 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
- Servsafe certification
- Strong working knowledge of Department of Transportation safety regulations and training requirements
- Strong working knowledge of Department of Labor regulations and guidelines
- Strong working knowledge of dietary guidelines
- Attend annual nutrition trainings and conferences
- Attend annual Department of Labor trainings
- Strong organizational and communications skills

Employment History

Auditor / Field Supervisor / Administrative Assistant	RNMOW, Brentwood, NH	2007 to present
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
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Krista McLaughlin

Professional Highlights

- ### Site Manager
- Efficiently and effectively run senior meals program
 - Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
 - Enforce agency policies and procedures with staff
 - Evaluate meal delivery routes for efficiencies and proper procedures
 - Control costs by staying within sites budget
 - Accurately complete reports, payroll, intakes and other required paperwork on time.
 - Distribute nutrition education materials and other resource / referral information to clients
 - Establish and maintain an effective volunteer support program
 - Establish and maintain community relations
 - Ensure agency's compliance with all Federal and State requirements

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations

Associate Development Director

- Involved in both short and long term fundraising initiatives
- Responsible for evening operations at the clinic
- Assisting in coordination of trainings, fundraisers, and other special events

Classroom Assistant

- Facilitated learning environment for special needs students
- Developed and implemented learning plans tailored to individual students

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History	Site Manager	RNMOW, Brentwood, NH	2014 to present
	MOW Driver	RNMOW – Derry, NH	2013-2014
	Associate Development Director	Center for Family Connections	2007-2008
	Classroom Assistant	Littleton Public School	2007
Education	MBA	University of Massachusetts	2007
	Bachelor of Science	University of Massachusetts	2002

Alice Gibbs

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Personal Care Attendant

- Assisting seniors and clients with disabilities to remain in their homes
- Transportation, meal preparation, exercise, and light cleaning
- Maintained documentation in accordance with HIPPA regulations including privacy laws

Assistant Activities Manager

- Developed, implemented, and subsequently managed the activities program
- Recruit and supervise volunteers
- Worked with residents with dementia, hospice care, and other disabilities
- Managed activity staff
- Maintained documentation in accordance with HIPPA regulations including privacy laws

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW, Brentwood, NH	2016 to present
Personal Care Attendant	Atlantic Homelife Senior Care	2014-2016
Assistant Activity Manager.	Riverwoods of Exeter	2008-2014
Activity Director	St Theresa's Healthcare Center	2004-2007

Education

Associates of Human Services	NH Community College	2007
Activity Professional Certificate	NH Community College	2000

Martha Jones

Professional Highlights

- Site Manager**
- Efficiently and effectively run senior meals program
 - Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
 - Enforce agency policies and procedures with staff
 - Evaluate meal delivery routes for efficiencies and proper procedures
 - Control costs by staying within sites budget
 - Accurately complete reports, payroll, intakes and other required paperwork on time.
 - Distribute nutrition education materials and other resource / referral information to clients
 - Establish and maintain an effective volunteer support program
 - Establish and maintain community relations
 - Ensure agency's compliance with all Federal and State requirements

Librarian

- Experienced working with various aspects of the general population (i.e different ages, different physical needs, etc.)
- Ensure records are maintained accurately, timely, and with detail needed for inventory, purchasing, billing, and reporting
- Hired, trained, and supervised other staff and volunteers

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Quicken
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Volunteer History

- Crossroads – cooking meals
- Food Kitchens – serving patrons
- S.A.F.E.R – cat rescue

Employment History

Site Manager	RNMOW – Hampton, NH	2014 to present
Librarian	Hampton Falls Free Library	2010 – 2014
Librarian	Rye Public Library	2001 – 2008
Librarian	North Hampton Library	1998 - 2001

Education

BA	UNH – Durham, NH	1978
High School Diploma	Nazareth Academy – Wakefield, MA	1971

Lynn Hoffman

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- Strong working knowledge of nutrition
- Safety Committee Representative
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW - Newmarket, NH	2014 to present
Site Assistant	RNMOW - Newmarket, NH	2013 - 2014
Kitchen Tech	Newmarket Jr/Sr High School	2011-2012
Office Manager	Hampton Shuttle – Newmarket, NH Abercrombie & Finch - North Hampton, NH	1999-2010
Hostess	NH	1991 -1995

Education

High School Diploma	Oyster River High School – Durham, NH	1978
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Emily Low

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Store Manager

- Hired and trained staff
- Complete daily / weekly reports
- Supervised staff ensuring policies and procedures were being followed
- Inventory control
- Weekly scheduling, banking, payroll etc.

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Computer Web Design
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW, Brentwood, NH	2004 to present
Web Site Manager	Kitchen Etc., Exeter, NH	1998-2004
Customer Service Mgr.	Kitchen Etc., Exeter, NH	1988-1998
Store Manager	Kitchen Etc., Exeter, NH	1979-1988

Education

B.A.	University of NH, Durham, NH	1972
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Caren Gallagher

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Meals on Wheels driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- Microsoft Power Point
- ServSafe Certification
- N.E. Regional Elderly Nutrition Conference
- NH Annual Conference on Aging
- Video Camera Operator/Editing Production
- Adobe Photoshop, Adobe Premier
- National Registry/State of NH EMT-Basic
- Health Care Provider CPR Certification
- National Incident Command Systems ICS700 & 800

Employment History

Site Manager	RNMOW, Brentwood, NH	2010 to present
MOW Driver	RNMOW, Brentwood, NH	2009 -2010
Small Business Owner	Stratham Heights Video, Stratham, NH	1985 - 2010
Certified Emergency Medical Technician	Stratham Volunteer Fire Department, Stratham, NH	2009 to present

Education

B.A. Natural Science	St. Anselm College, Manchester, NH	1979
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Sherry Savary

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW - Raymond, NH	2014 to present
Site Assistant	RNMOW - Epping, NH	2004 - 2014
Meals on Wheels Driver	RNMOW - Deerfield, NH	2000-2004
Assembler	Insight Technology - Londonderry, NH	1998-2000

Education

High School Diploma	Pinkerton Academy - Derry, NH	1989
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April Coggon

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Dietary Aid

- Assessed dietary needs of patients
- Planned patients meals
- Distributed meals with professionalism and kindness

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- Microsoft power point
- ServSafe Certification
- Strong organizational and communications skills
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference
- Management Skills for first time Supervisors

Employment History

Site Manager	RNMOW, Brentwood, NH	2007 to present
Dietary Aid	Hackett Hill Health Care	1999-2008

Education

B.S. Human Services	Springfield College, Manchester, NH	2007
A.S. Business Administration	University of NH, Manchester, NH	2003

Lorraine Delisle

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW - Seabrook, NH	2014 to present
Site Assistant	RNMOW - Portsmouth, NH	2011 - 2014
Driver	RNMOW - Portsmouth, NH	2010 - 2011
Store Manager	Check n' G - Portsmouth, NH	2006 -2008

Education

Business	McIntosh College - Dover, NH
High School Diploma	Exeter High School - Exeter, NH

ROCKINGHAM NUTRITION & MEALS ON WHEELS PROGRAM

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Debra Perou	Executive Director	\$80,592.27	65%	\$52,384.98
Jaymie Chagnon	Assistant Director	\$54,951.49	65%	\$35,718.47
Cyndi Mielke	Payroll Bookkeeping Clerk	\$34,486.40	65%	\$22,416.16

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-12)

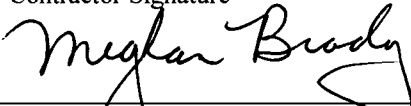
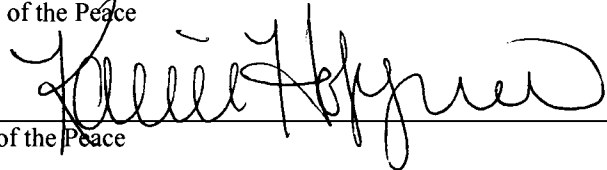
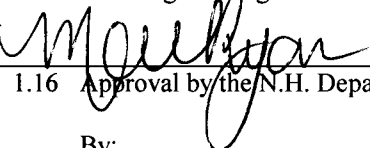
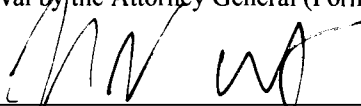
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory MEGHAN BRADY President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Nov 30, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.13.1.			
1.13.1 Signature of Notary Public, Justice of the Peace 			
1.13.2 Name and Title of Notary Public, Justice of the Peace Karrie Hoksbergen, Notary			
1.14 State Agency Signature 		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: _____ Date: <u>11/30/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

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.



Exhibit A

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- 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



Exhibit A

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.



Exhibit A

- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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



Exhibit A

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.



Exhibit A

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- 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;



Exhibit A

5.1.3.2.3. The nature of the transportation devedined 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.



Exhibit A-1

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
- Frankestown
- 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



Exhibit B

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.



Exhibit B

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	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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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.

Name: Meghan Brady
Title: President

11/30/2016
Date



**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.

Name: Meghan Brady
Title: President

11/30/2016
Date



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

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

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

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

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

Exhibit G

Contractor Initials

MB

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



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

Name: Meghan Brady
Title: President

11/30/2016
Date

Exhibit G

Contractor Initials MB

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

Date 11/30/2016



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.

Name: Meghan Brady
Title: President

11/30/2016
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

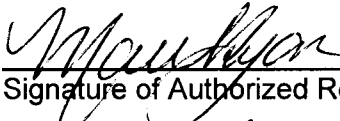
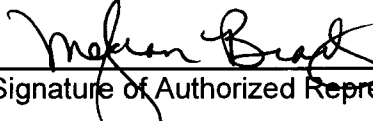
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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



Exhibit I

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

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

The State	<u>ST. JOSEPH COMMUNITY SERVICES, INC.</u>
	
Signature of Authorized Representative	Signature of Authorized Representative
<u>Maureen Ryan</u>	<u>MEGHAN BRADY</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, Office of Human Services</u>	<u>PRESIDENT</u>
Title of Authorized Representative	Title of Authorized Representative
<u>11/30/16</u>	<u>11/30/2016</u>
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

Name: Meghan Brady
Title: President

11/30/2016
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: 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 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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of November A.D. 2016.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John R. Getts, 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 26, 2016 :
(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 30th day of November, 2016.
(Date Contract Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.




(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 30th day of November, 2016,

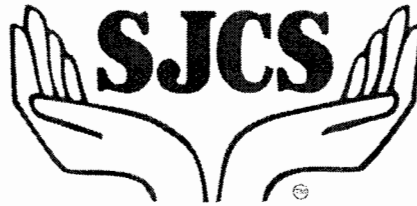
By John R. Getts
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____ **DYAN L. PARKER, Notary Public**
My Commission Expires February 28, 2019



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, 2015
(With Independent Auditors' Report Thereon)

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Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

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, 2015, 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 St. Joseph Community Services, Inc. as of September 30, 2015, 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 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 16, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2014 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 4, 2015 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 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 St. Joseph Community Services, Inc.'s internal control over financial reporting and compliance.

Melanson Heath

December 4, 2015

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Financial Position

September 30, 2015

(with comparative totals as of September 30, 2014)

<u>ASSETS</u>	<u>Unrestricted</u>			2015 <u>Total</u>	2014 <u>Total</u>
	<u>Unrestricted</u>	<u>Board Designated</u>	<u>Temporarily Restricted</u>		
Current Assets:					
Cash and cash equivalents	\$ 927,999	\$ 128,537	\$ 10,000	\$ 1,066,536	\$ 926,568
Grants receivable, net	210,186	-	-	210,186	209,834
Promises to give	109,773	-	-	109,773	157,733
Other current assets	25,117	-	-	25,117	35,022
Total Current Assets	<u>1,273,075</u>	<u>128,537</u>	<u>10,000</u>	<u>1,411,612</u>	<u>1,329,157</u>
Noncurrent Assets:					
Property and equipment, net	135,634	-	-	135,634	146,707
Total Noncurrent Assets	<u>135,634</u>	<u>-</u>	<u>-</u>	<u>135,634</u>	<u>146,707</u>
TOTAL ASSETS	\$ <u>1,408,709</u>	\$ <u>128,537</u>	\$ <u>10,000</u>	\$ <u>1,547,246</u>	\$ <u>1,475,864</u>
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 110,805	\$ -	\$ -	\$ 110,805	\$ 120,013
Accrued expenses	103,286	-	-	103,286	86,771
Total Current Liabilities	<u>214,091</u>	<u>-</u>	<u>-</u>	<u>214,091</u>	<u>206,784</u>
Net Assets:					
Unrestricted	1,194,618	-	-	1,194,618	1,140,543
Board designated	-	128,537	-	128,537	128,537
Temporarily restricted	-	-	10,000	10,000	-
Total Net Assets	<u>1,194,618</u>	<u>128,537</u>	<u>10,000</u>	<u>1,333,155</u>	<u>1,269,080</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>1,408,709</u>	\$ <u>128,537</u>	\$ <u>10,000</u>	\$ <u>1,547,246</u>	\$ <u>1,475,864</u>

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, 2015

(with comparative totals for the year ended September 30, 2014)

	Unrestricted			2015	2014
	Unrestricted	Board Designated	Temporarily Restricted	Total	Total
Support and Revenue:					
Bureau of Elderly and Adult Services:					
Title III and related programs	\$ 1,695,859	\$ -	\$ -	\$ 1,695,859	\$ 1,636,199
Nutrition Services Incentive Program	241,848	-	-	241,848	211,900
CFI	242,911	-	-	242,911	256,988
Contributions	753,792	-	10,000	763,792	790,684
Fundraising	46,407	-	-	46,407	50,727
In-kind services	243,778	-	-	243,778	242,897
Interest income	2,188	-	-	2,188	1,454
Other income	6,892	-	-	6,892	12,274
Write offs	-	-	-	-	(27,087)
Total Support and Revenue	3,233,675	-	10,000	3,243,675	3,176,036
Expenses:					
Programs	2,716,279	-	-	2,716,279	2,711,036
Management and general	266,880	-	-	266,880	281,265
Fundraising	196,441	-	-	196,441	101,383
Total Expenses	3,179,600	-	-	3,179,600	3,093,684
Change in net assets	54,075	-	10,000	64,075	82,352
Net Assets, Beginning of Year	<u>1,140,543</u>	<u>128,537</u>	<u>-</u>	<u>1,269,080</u>	<u>1,186,728</u>
Net Assets, End of Year	<u>\$ 1,194,618</u>	<u>\$ 128,537</u>	<u>\$ 10,000</u>	<u>\$ 1,333,155</u>	<u>\$ 1,269,080</u>

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, 2015

(with comparative totals for the year ended September 30, 2014)

	<u>Program</u> <u>Services</u>	<u>Management</u> <u>and General</u>	<u>Fundraising</u>	2015 <u>Total</u>	2014 <u>Total</u>
Accounting fees	\$ -	\$ 13,113	\$ -	\$ 13,113	\$ 12,400
Advertising	-	5,926	54	5,980	5,797
Depreciation	6,020	6,020	3,010	15,050	18,714
Dues and subscriptions	3,413	396	277	4,086	3,534
Employee benefits	88,368	24,548	20,129	133,045	119,318
Food	1,142,379	-	-	1,142,379	1,086,909
Insurance	44,309	2,278	457	47,044	54,228
Legal fees	1,000	1,475	-	2,475	2,012
Other expenses	16,296	4,506	1,527	22,329	21,322
Occupancy	301,983	7,567	7,122	316,672	311,394
Office expenses	77,178	6,813	4,769	88,760	105,245
Payroll taxes	56,273	12,511	10,259	79,043	79,838
Retirement contributions	12,010	6,063	4,972	23,045	20,174
Salaries and wages	732,331	174,166	142,816	1,049,313	1,004,887
Staff development	15,909	1,027	719	17,655	15,767
Supplies	131,457	-	-	131,457	147,442
Travel	87,353	471	330	88,154	84,703
	<u>87,353</u>	<u>471</u>	<u>330</u>	<u>88,154</u>	<u>84,703</u>
Total Functional Expense:	\$ <u>2,716,279</u>	\$ <u>266,880</u>	\$ <u>196,441</u>	\$ <u>3,179,600</u>	\$ <u>3,093,684</u>

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, 2015

(with comparative totals for the year ended September 30, 2014)

	<u>2015</u>	<u>2014</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 64,075	\$ 82,352
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	15,050	18,714
(Increase) decrease in:		
Grants receivable	(352)	(30,694)
Promises to give	47,960	(3,745)
Other current assets	9,905	(1,855)
Increase (decrease) in:		
Accounts payable	(9,208)	7,966
Accrued expenses	16,515	2,417
Deferred revenue	<u>-</u>	<u>(16,379)</u>
Net Cash Provided By Operating Activities	143,945	58,776
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets	<u>(3,977)</u>	<u>(15,691)</u>
Net Cash Used By Investing Activities	<u>(3,977)</u>	<u>(15,691)</u>
Net Increase in Cash and Cash Equivalents	139,968	43,085
Cash and Cash Equivalents, Beginning	<u>926,568</u>	<u>883,483</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,066,536</u>	<u>\$ 926,568</u>

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 or 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

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor 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.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

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, 2015, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and 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 programs and supporting services benefited.

Donated Services

The Organization received a substantial amount of services donated by individuals in carrying out its programs. The value of these contributed services is not reflected in the financial statements. The estimated value for these services for the year ended September 30, 2015 is \$503,243.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

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, 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. Accordingly, actual amounts could differ from those estimates.

Tax Status

St. Joseph Community Services, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *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. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

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 filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended September 30, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$1,066,536 at September 30, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at September 30, 2015. The bank balance is categorized as follows:

Insured by the FDIC	\$ 692,844
Uninsured or uncollateralized	<u>385,521</u>
Total bank balance	<u>\$ 1,078,365</u>

4. Grants Receivable, Net

Grants receivable are comprised of the following at September 30:

	<u>2015</u>	<u>2014</u>
State of New Hampshire	\$ 148,262	\$ 148,235
Nutrition Services Incentive Program	26,621	18,103
Other receivables	<u>35,303</u>	<u>43,496</u>
Total	<u>\$ 210,186</u>	<u>\$ 209,834</u>

5. Other Current Assets

Other current assets consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Prepaid insurance	\$ 20,475	\$ 17,424
Other prepaid expenses	<u>4,642</u>	<u>17,598</u>
Total	<u>\$ 25,117</u>	<u>\$ 35,022</u>

6. Property, Equipment, and Depreciation

A summary of the components of property and equipment is presented below:

	<u>2015</u>	<u>2014</u>
Building	\$ 311,501	\$ 311,501
Furniture and equipment	240,002	222,497
Vehicles	71,990	71,990
Computer equipment	<u>-</u>	<u>13,528</u>
Subtotal	623,493	619,516
Less: accumulated depreciation	<u>(487,859)</u>	<u>(472,809)</u>
Total	<u>\$ 135,634</u>	<u>\$ 146,707</u>

Depreciation expense for the year ended September 30, 2015 and 2014 totaled \$15,050 and \$18,714, respectively.

7. Accrued Expenses

Accrued expenses consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Accrued payroll and related expenses	\$ 57,466	\$ 48,897
Accrued compensated absences	<u>45,820</u>	<u>37,874</u>
Total	<u>\$ 103,286</u>	<u>\$ 86,771</u>

8. 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:

	<u>2015</u>	<u>2014</u>
Replacement of assets for expenditures for minor assets	\$ 64,953	\$ 64,953
Capital reserve for expenditures for major assets	<u>63,584</u>	<u>63,584</u>
Total	<u>\$ 128,537</u>	<u>\$ 128,537</u>

9. Temporarily Restricted Net Assets

At September 30, 2015, a portion of net assets were subject to time restrictions.

10. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

11. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that has an attorney who 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, 2015 and 2014, the total legal expense from related parties was \$1,555 and \$1,512, respectively. There were no amounts owed from the Organization for legal services at September 30, 2015 and 2014.

The Organization purchases insurance through an insurance broker that has a principle who serves on the Organization's Board of Directors. The principle 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, 2015.

12. Tax-deferred Annuity Plan

During the year ended September 30, 2015, the Organization offered a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization contributes 4% of gross salaries to the plan for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were \$23,045 and \$20,174 for the years ended September 30, 2015 and 2014, respectively.

13. Operating Leases

The Organization leases office space and other facilities under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2015. The Organization also rents additional facilities on a month-to-month basis. Rent expense under these agreements totaled \$50,740 and \$49,327 for the years ended September 30, 2015 and 2014, respectively.

14. **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, 2015 and 2014, 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. The Organization's contract with this vendor will expire on September 30, 2016.

15. **Fair Value Measurements**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents and unconditional promises to give to be received in less than one year approximate fair value because of the short maturity of those financial instruments. The fair value of unconditional promises to give to be received in more than one year is determined based on discounted future cash flows.

16. In-kind Services

In-kind services consist primarily of donated rent at estimated fair market value.

17. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2015 through December 4, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**St. Joseph Community Services, Inc.
Board of Directors 2016-2017**

Daniel Abbis, D.O., Treasurer	David Gilmour, M.D.
Mary Atwood,	James P. Harris (J.P.), Vice Chairman
Meghan Brady	Joel Kress
Rep. Chris Christensen	Matthew Mercier
Kathleen Cowette	Richard J. Plamondon
<i>John R. Getts, Chairman</i>	Jim Scammon, Secretary

MEGHAN BRADY, CP

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 \$3.2 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 that is not covered by limited state and federal dollars. Over 21 years, raised an additional \$4.5 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 72 employees and 23 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 542 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.

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

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.

BROOKE HOLTON

NY 02102

SUMMARY

A leader in the nonprofit and public sectors with organizational, analytical, communication, implementation, solution development and project management skills.

ABILITIES

- Problem Solving
- Project Management
- Conflict Resolution
- Effective Communicator

EXPERIENCE

St. Joseph Community Services Vice President May 2007 – Present
Merrimack, NH

Management and administration of operations, programming, finance, contracts, development, external relationships and collaborations for nonprofit with multiple programs delivered by 500 volunteers and 80 employees in 24 locations.

- Standardized systems, improved technology and data collection
- Restructured Program, Development and Finance areas to strengthen sustainability
 - Instrumental in eliminating deficit spending
 - Consolidated operations
 - Standardized functions
 - Authored policies and procedures
- Achieved national accreditation at the highest level, first in New England, only one in N.H.
- Increased volunteer involvement (20%)

Home Insurance Company Liquidation Clerk November 2004 – May 2007
Manchester, NH

Managed disputed claims process arising from the liquidation of the company with \$3.6 billion in creditor claims and \$1.6 billion in assets.

- Established workflow processes; created docketing database system; innovated and updated website
- Managed all aspects of courtroom hearings to include scheduling, liaison with I.T. for website and courtroom technology
- Instructed litigants in the use of courtroom technologies; provided technical support to judge and staff

BROOKE HOLTON

EDUCATION

Southern New Hampshire University

MS Organizational Leadership

MS Certificate Human Resource Management

Boston University School of Management

Institute of Nonprofit Management and Leadership Program

Franklin Pierce College

BA Human Services/Public Administration [*Magna Cum Laude*]

Certificate Paralegal Studies

PROFESSIONAL AND VOLUNTEER ACTIVITY

Endowment for Health

2015 - 2016

Chair, Elder Health Fundamental Needs Work Group

Leadership New Hampshire

2015 – 2016

Associate

New Hampshire Center for Nonprofits

2014 – Present

Policy and Leadership Work Group

Elida Gagne

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

NANCY J. QUICK

EMPLOYMENT HISTORY

St. Joseph Community Service, Inc. (October 2014-Present)

Controller

- Responsible for all accounting operations
- Prepare all program, statistical and financial reports as required by Grantors, Contractors, and Board of Directors for review and approval
- Maintain a system of accounting records, including a comprehensive set of controls and budgets designed to mitigate risk, enhance the accuracy of the agency's reported financial results and ensure that reported results comply with generally accepted accounting principles

Contract Positions – Various Organizations (2002-2014)

- AR, AP, GL and Payroll
- Budgets, Account Reconciliations and Cash Flow Projections
- Manufacturing, Non Profit and Retail Organizations
- Requested back on numerous occasions by clients

DiaCom Corporation, Amherst, NH (Startup 1983-2001)

Vice President of Finance and Administration

- Full responsibility for all administrative and financial operations
- Purchasing, human resources and operations/sales support
- Worked directly with vendors and customers
- Month-end and year-end adjustments and closing entries
- Executive support for President and Board of Directors
- Monthly reporting package for shareholders and directors

EDUCATION:

B.S. Business Administration 1990

New Hampshire College, Manchester, NH - Graduated Magna cum Laude

STRENGTHS:

- Accounting (QuickBooks, Great Plains and others)
- Problem Solving & Project Management
- Strong Organization and Time Management Skills
- Computer Skills (MS Word, Excel, Outlook, Database)
- Communication Skills (Written, Verbal, Phone)
- Positive Attitude and Strong Work Ethic

St. Joseph Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meghan Brady	President	\$ 87,560	70%	\$61,292
Brooke Holton	Vice President	\$ 81,022	70%	\$56,715
Robert Fusco	Controller	\$ 51,480	70%	\$36,036
Maria Boren	Program Manager	\$ 51,237	70%	\$35,866

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-13)

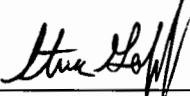
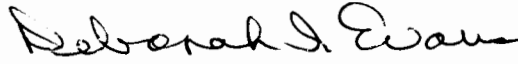
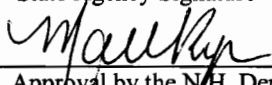
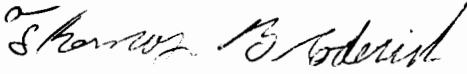
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		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  [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 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director Date: 12/1/16	
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 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



Exhibit A

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- 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.



Exhibit A

- 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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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



Exhibit A

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.



Exhibit A

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- 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 devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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:

Strafford Nutrition & Meals on Wheels

Date

11/30/16

Name: Steve Goff
Title: Board Chair

Steve Goff



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

11/30/16
Date

Steve Goff
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 (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:

Strafford Nutrition & Meals on Wheels

11/30/16
Date

Steve Goff
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.

Exhibit G

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

Contractor Initials SG

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:
Strafford Nutrition & Meals on Wheels

11/30/16
Date

Steve Goff
Name: Steve Goff
Title: Board Chair

Exhibit G

Contractor Initials SG

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



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

Steve Goff
Name: Steve Goff
Title: Board Chair



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director OHS
 Title of Authorized Representative
12/1/16
 Date

Strafford Nutrition & Meals on Wheels
 Name of the Contractor
Steve Goff
 Signature of Authorized Representative
Steve Goff
 Name of Authorized Representative
Board Chair
 Title of Authorized Representative
11/30/16
 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

Steve Goff
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:

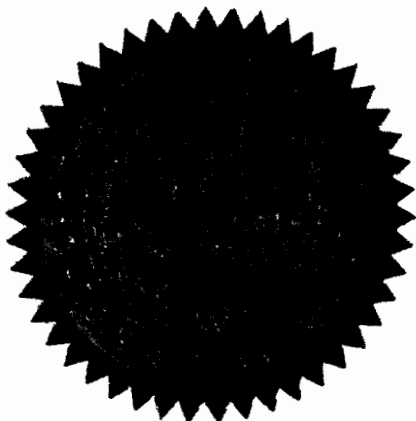
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of 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 formed March 29, 2004. 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 April A.D. 2016

A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Julie Brown, 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.
(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 9, 2016:
(Date)

RESOLVED: That the Board Chair
(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 30 day of November, 2016.
(Date Contract Signed)

4. Steve Goff is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Julie Brown
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 30 day of November, 2016.

By Julie Brown
(Name of Elected Officer of the Agency)

Deborah I. Evans
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DEBORAH I. EVANS
Notary Public - New Hampshire
Commission Expires: September 18, 2018
~~My Commission Expires~~



CERTIFICATE OF LIABILITY INSURANCE

3.2.10

DATE (MM/DD/YYYY)

12/24/2015

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 Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Lisa Lee PHONE (A/C No. Ext): (603) 569-2515 FAX (A/C. No): (603) 569-4266 E-MAIL ADDRESS: lisa1@averyinsurance.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED Strafford Nutrition, DBA: DBA Meals on Wheels 25 Bartlett Ave Ste A Somersworth NH 03878	INSURER A: Hanover Insurance NAIC # 22292	
	INSURER B: Liberty Mutual Residual WC	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL15122405260 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. Y/YD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZHV A504875 01	12/16/2015	12/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UBVA504901	12/16/2015	12/16/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3a: NH WC5319608167-014	12/16/2015	12/16/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage as per terms and conditions of policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health and 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

Thomas O'Dowd/LISA

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STRAFFORD NUTRITION & MEALS ON WHEELS

MISSION STATEMENT

To promote the well being of the elderly and disabled adult citizen by providing services to foster independence in their own home which will allow choice and prevent or delay institutionalization; also to promote physical and emotional health and protect their quality of life, from abuse, self neglect, and exploitation; and to respond to social and economic needs of the disabled and/or elderly by providing affordable hot and nutritionally sound meals home delivered and at meal sites as well as provide a daily check; to offer education on nutrition and to provide a nutritional assessment to maintain or improve health and slow down the advancement of many chronic diseases.

Strafford Nutrition & Meals on Wheels
Financial Statements and Supplemental Data
With Independent Auditors' Report
June 30, 2015

 **ROY &
ASSOCIATES**
CERTIFIED PUBLIC ACCOUNTANTS

209 State Street. – Bangor, Maine 04401

ROY & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS, 209 STATE STREET, BANGOR, MAINE 04401

Strafford Nutrition & Meals on Wheels

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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 statements of financial position as of June 30, 2015, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. The financial statements of Strafford Nutrition & Meals on Wheels as of June 30, 2014 were compiled by us whose report dated October 7, 2014 expressed no assurance on those 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 audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit 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

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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 Strafford Nutrition & Meals on Wheels, as of June 30, 2015 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.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 10 - 11 are 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 for the year ended June 30, 2015 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 for the year ended June 30, 2015 is fairly stated in all material respects in relation to the financial statements as a whole.

Roy & Associates, CPAs, P.A

Bangor, Maine
November 20, 2015

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209 State St · Bangor, Maine 04401-5412 · Tel: 207-990-8909 · Fax: 207-990-1504

Strafford Nutrition & Meals on Wheels

STATEMENTS OF FINANCIAL POSITION

June 30, 2015 and 2014

	<u>2015</u> (Audited)	<u>2014</u> (Unaudited)
ASSETS		
Current assets:		
Cash		
Unrestricted	\$ 113,632	\$ 122,821
Total cash	<u>113,632</u>	<u>122,821</u>
Grants receivable	50,882	50,362
Advance to SHA revolving	-	50,000
Prepaid expenses	5,051	-
Other current assets	4,024	-
Total current assets	<u>173,589</u>	<u>223,183</u>
Total assets	<u><u>173,589</u></u>	<u><u>223,183</u></u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	18,582	2,364
Other accrued expenses	5,814	13,059
Total current liabilities	<u>24,396</u>	<u>15,423</u>
Noncurrent liabilities:		
Other post employment benefits (<i>Leased employees</i>)	-	76,398
Total noncurrent liabilities	<u>-</u>	<u>76,398</u>
Total liabilities	<u>24,396</u>	<u>91,821</u>
Net assets:		
Unrestricted	<u>149,193</u>	<u>131,362</u>
Total net assets	<u>149,193</u>	<u>131,362</u>
Total liabilities and net assets	<u><u>\$ 173,589</u></u>	<u><u>\$ 223,183</u></u>

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

Strafford Nutrition & Meals on Wheels

STATEMENTS OF ACTIVITIES

For the years ended June 30, 2015 and 2014

	<u>2015</u> <u>(Audited)</u>	<u>2014</u> <u>(Unaudited)</u>
<u>Changes in Unrestricted Net Assets</u>		
SUPPORT & REVENUE		
Support:		
Contributions	\$ 88,662	\$ 83,720
In-kind donations	68,195	70,690
	<u>156,857</u>	<u>154,410</u>
Revenue:		
Grants	624,350	589,211
Other	29,011	4,264
Interest income	229	30
	<u>653,590</u>	<u>593,505</u>
Total support and revenue	<u>810,447</u>	<u>747,915</u>
EXPENSES		
Program services:		
Nutrition services & meal delivery	730,406	631,200
Total program services	<u>730,406</u>	<u>631,200</u>
Support Services:		
Administration	138,608	212,921
Total support services	<u>138,608</u>	<u>212,921</u>
Total expenses	<u>869,014</u>	<u>844,121</u>
SPECIAL ITEM		
Discontinuance of post-employment benefits	<u>76,398</u>	<u>-</u>
Change in net assets	17,831	(96,206)
Net assets - beginning	131,362	227,568
Net assets - ending	<u>\$ 149,193</u>	<u>\$ 131,362</u>

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

Strafford Nutrition & Meals on Wheels

STATEMENTS OF CASH FLOWS

For the years ended June 30, 2015 and 2014

	<u>2015</u> <u>(Audited)</u>	<u>2014</u> <u>(Unaudited)</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in Net Assets:		
Unrestricted	\$ 17,831	\$ (96,206)
	<u>17,831</u>	<u>(96,206)</u>
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
(Increase) / decrease in accounts receivable	(520)	16,439
(Increase) / decrease in advances to SHA revolving	50,000	-
(Increase) / decrease in prepaid expenses	(5,051)	-
(Increase) / decrease in other current assets	(4,024)	-
Increase / (decrease) in accounts payable	16,218	(3,270)
Increase / (decrease) in other accrued expenses	(7,245)	45
Increase / (decrease) in OPEB	(76,398)	20,948
Total adjustments	<u>(27,020)</u>	<u>34,162</u>
Net cash provided (used) by operating activities	(9,189)	(62,044)
Cash at the beginning of period	122,821	184,865
Cash at end of period	<u>\$ 113,632</u>	<u>\$ 122,821</u>

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

Strafford Nutrition & Meals on Wheels

NOTES TO FINANCIAL STATEMENTS

June 30, 2015 and 2014

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 Somersworth, Dover, Rochester, and Farmington. 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 1,400 meals per day.

B. Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting whereby the Organization reports support and revenue 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 three classes of net assets:

- Unrestricted net assets - represent expendable resources that are available for operations at management's discretion.
- Temporarily restricted net assets - represent resources restricted by donors as to purpose or by time. As of June 30, 2015 and 2014, the Organization did not have any temporarily restricted net assets.
- Permanently restricted net assets - represent resources whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization. As of June 30, 2015 and 2014, the Organization did not have any permanently restricted net assets.

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.

Strafford Nutrition & Meals on Wheels
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

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.

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, 2015 and 2014 management has concluded that the Organization had no uncertain income tax provisions.

The Organizations federal informational returns for 2015, 2014 and 2013 are subject to examination by the IRS, generally for three years after they were filed.

F. Property, Plant and Equipment

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. The Organization does not have any assets that meet this criteria.

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 2015 and 2014.

I. 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.

J. 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.

Stafford Nutrition & Meals on Wheels

NOTES TO FINANCIAL STATEMENTS

June 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

K. 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.

2. CASH

At June 30, 2015 and 2014 the Organization had no deposits in excess of the FDIC insurance limit of \$250,000. At June 30, 2015, the Organization's carrying amount of deposits was \$113,532 and \$122,821 for 2014.

The Organization utilized Somersworth Housing Authority (SHA) for bill paying services. At June 30, 2015 and 2014 the Organization had \$0 and \$50,000, respectively, on deposit in SHA's revolving account.

3. DONATED SERVICES

Donated personal services were recorded at a value of \$52,195 during 2015 and \$54,690 during 2014.

4. FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and 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.

5. ECONOMIC DEPENDENCY

Approximately 53% and 52% of revenues were received through the Division of Elderly and Adult Services for 2015 and 2014.

6. EVALUATION OF SUBSEQUENT EVENTS

The Association has evaluated subsequent events through November 20, 2015, the date which the financial statements were available to be issued.

Strafford Nutrition & Meals on Wheels
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

7. SPECIAL ITEM

For fiscal years ended on or before June 30, 2014 the Organization utilized employees of Somersworth Housing Authority (SHA) to operate its programs and reimbursed SHA for the cost of those employees. Employees utilized by the Organization were covered by other post-employment benefits (OPEB) provided by SHA, and the Organization recorded a portion of SHA's obligation that was attributable to such employees a noncurrent liability on the Statement of Net Assets.

As of July 1, 2014 the Organization separated from Somersworth Housing Authority. The Organization's employees no longer receive the benefits of SHA upon retirement, therefore, the \$76,398 recorded as the Organization's share of SHA's obligation has been removed from the Statement of Net Assets and shown as a Special Item in the Statement of Activities.

Strafford Nutrition & Meals on Wheels

SCHEDULE OF FUNCTIONAL EXPENSES

For the year ended June 30, 2015

	PROGRAM SERVICES Nutrition	SUPPORT SERVICES Admin	(Audited) Total
Leased employees	\$ 177,497	\$ 86,217	\$ 263,714
Professional fees	-	10,427	10,427
Fringe benefits	15,875	22,924	38,799
Leases/rental	6,000	-	6,000
Repairs and maintenance	2,570	-	2,570
Supplies	32,110	-	32,110
Food	375,834	-	375,834
Insurance	5,202	3,510	8,712
Travel and entertainment	42,760	767	43,527
Sundries	3,194	14,763	17,957
In Kind	68,195	-	68,195
Events/meetings	1,169	-	1,169
Total expenses	\$ 730,406	\$ 138,608	\$ 869,014

Strafford Nutrition & Meals on Wheels
SCHEDULE OF FUNCTIONAL EXPENSES
For the year ended June 30, 2014

	PROGRAM SERVICES	SUPPORT SERVICES	(Unaudited)
	Nutrition	Admin	Total
Leased employees	\$ 155,108	\$ 89,404	\$ 244,512
Professional fees	-	14,618	14,618
Training	50	-	50
Fringe benefits	13,935	73,759	87,694
Supplies	33,272	-	33,272
Food	314,500	-	314,500
Travel and entertainment	42,565	1,026	43,591
Insurance	-	11,893	11,893
Sundries	1,080	22,221	23,301
In-Kind	70,690	-	70,690
Total expenses	\$ 631,200	\$ 212,921	\$ 844,121

**STRAFFORD NUTRITION MEALS ON WHEELS
BOARD OF DIRECTORS 2016
APPOINTMENTS AND TERMS**

Steve Goff CPA	11/9/2012	11/9/2015	Chair	12/12/2018
Julie Brown Former State Representative	11/9/2012	11/9/2015	Vice-Chair	11/9/2018
Gerry Gilbert Profile Bank Insurance	11/9/2012	11/9/2015	Member	11/9/2017
Brian Tapscott Former City Counselor	11/9/2012	11/9/2015	Member	11/9/2018
Stacy Price Executive Director Rochester Housing	12/12/2014	12/12/2014	Member	12/12//2016

Strafford Nutrition Meals on Wheels

Congregate dining ♦ Home Delivered ♦ Meals On Wheels

Marie Finch

***** Street, *****, NH *****, Telephone: (***) ***-****

E-Mail: *****

OBJECTIVE

To continue as the Fiscal Director where my accuracy, attention to detail, and ability to problem solve have been positive contributions to Somersworth Housing Authority.

EDUCATION

- ♦ Associate in Business Studies – Awarded September 2003
Major: Accounting – GPA 3.9
McIntosh College, Dover, New Hampshire
- ♦ QuickBooks – June 2006
30-Hour Certificate Program
Dover Adult Learning Center, Dover, New Hampshire

SKILLS

ACCURACY

- ♦ Experience with all bookkeeping functions, such as, A/R, A/P, Payroll, & Deposits
- ♦ Various set up functions in all areas of TenMast including GL, Payroll, & A/P
- ♦ Known for accurate record keeping to be complete & well documented
- ♦ Software: Echo, MAS90, ProCare, TenMast, QuickBooks, & Microsoft Office

ATTENTION TO DETAIL

- ♦ Check Reconciliations for 20+ accounts per month
- ♦ Approve Invoices for A/P before payments are made
- ♦ Perform month end closings in Tenants Accounts Receivable to the General Ledger
- ♦ Monitor loan payments and retiree insurance payments

PROBLEM SOLVING

- ♦ Work with annual budgets
- ♦ Balance accounts and make Journal Entries accordingly
- ♦ Work with accountants and auditors
- ♦ Utilize all resources available to Somersworth Housing

WORK EXPERIENCE

- ♦ April 2007 to Present: Somersworth Housing Authority, Somersworth, New Hampshire: Bookkeeper Apr07-Jul10 / Property Manager Aug10-Jan12 / Fiscal Director Feb12-Present
- ♦ May 2003 to April 2007: Community Partners, Dover, New Hampshire
Accounting / Billing Clerk – Staff Accountant
- ♦ February 1984 to May 2003: EAD Motors, Dover, New Hampshire
Assembler – Quality Inspector – Receiving Clerk – Calibration – Quality Coordinator

References available upon request.

Laurie Eastwood

[REDACTED]
[REDACTED]

Objective To continue working with the elderly and disabled adults

Experience **Director**

Strafford Nutrition Meals on Wheels, Somersworth, NH
October 2016 - Present

I have been with SNMOW for eight years and the Assistant Director for the last six years during which I've:

- Managed 25 employees at satellite locations
- Been involved in program budget
- Involved in last State Contract
- Helped with planning and implementing policies and procedures to increase efficiency

Assistant Director

Strafford Nutrition Meals on Wheels, Somersworth, NH
February 2010 – September 2016

- Taking referrals from hospitals, rehab centers, Dr's office, 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
- 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
- Set 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 pull a truck on or off the docks
- Sorting bulk packages (71lbs to 150lbs) 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
- Wiring and glassing lanterns
- Packaging up products to ship out
- Billing customers/crediting accounts
- Making daily deposits

Education

High School Diploma

Coe-Brown Academy, Northwood, NH

1991

Nutrition Salaries 7/1/16-6/30/17

Position Title and Name By Organizational Unit and Function		Locality 25 Bartlett Avenue Suite A, Somersworth, NH 03878			
		Present Salary Rate	Requested Budget Year		
			Salary Increase	Estimated Payment	
		As of (date) 7/1/2016		No. Months	Amount
(1)	(1a)	(2)	(3)	(4)	(5)
ADMINISTRATIVE					
Program Director	Laurie E	33,930	0.00%	12	33,930
Program Coordinator	Kimberly G	24,863	0.00%	12	24,863
Total Administration		58,793	0.00%	12	58,793
PROGRAM					
Charpentier - Site Manager	Darcy M	9,282	0.00%	12	9,282
Charpentier - Site Assistant	Roland D	6,240	0.00%	12	6,240
Dover - Site Manager	Karen S	10,320	0.00%	12	10,320
Dover - Site Assistant	Melony H	9,152	0.00%	12	9,152
Dover - Driver	William W	6,240	0.00%	12	6,240
Dover - Driver	Edward J	6,240	0.00%	12	6,240
Dover - Driver	Patricia H	6,240	0.00%	12	6,240
Dover - Driver	William S	7,147	0.00%	12	7,147
Rochester - Site Manager	Clara B	14,448	0.00%	12	14,448
Rochester - Site Assistant	Heather G	8,852	0.00%	12	8,852
Rochester - Driver	Elizabeth B	9,784	0.00%	12	9,784
Rochester - Driver	Louis G	7,072	0.00%	12	7,072
Rochester - Driver	Peter S	5,824	0.00%	12	5,824
Rochester - Driver	Dawn B	4,792	0.00%	12	4,792
Rochester - Driver	Glenn B	6,656	0.00%	12	6,656
Rochester - Driver	Edward Y	5,824	0.00%	12	5,824
Rochester - Driver	Susan R	6,240	0.00%	12	6,240
Somersworth-Site Manager	Deborah D	10,248	0.00%	12	10,248
Somersworth - Site Assistant/Driver	Amy D	4,792	0.00%	12	4,792
Somersworth - Driver	Donna B	8,120	0.00%	12	8,120
Somersworth - Driver	Carol M	6,188	0.00%	12	6,188
Somersworth - Driver	Donald C	4,792	0.00%	12	4,792
Somersworth - Driver	Joe P	4,992	0.00%	12	4,992
Somersworth Janitor	Michael D	1,564	0.00%	12	1,564
Outreach Coordinator	Jennifer D	7,320	0.00%	12	7,320
Outreach Coordinator	TBD	5,840	0.00%	12	5,840
Back-Up Driver/Site Assist	Mark N	3,178	0.00%	12	3,178
Back-Up Driver/Site Assist	TBD	3,128	0.00%	12	3,128
					-
Total Program Staff		190,515			190,515
Grand Total		249,308			249,308

Key Staff

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-11)

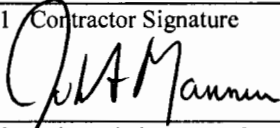
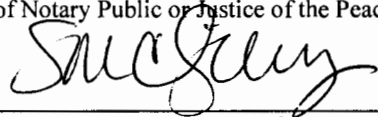
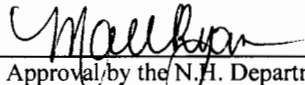
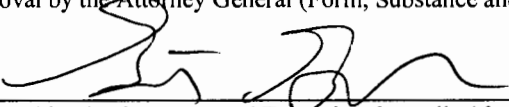
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

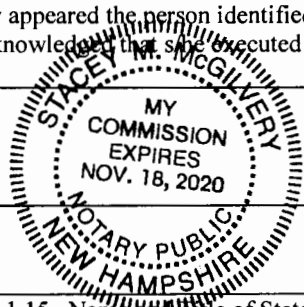
AGREEMENT

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 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>12/5/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she 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 Title of Notary or Justice of the Peace Stacey McGilvery, Notary			
1.14 State Agency Signature 		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: <u>12/6/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



gm
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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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



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- 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



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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.



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- 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.



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- 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.



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- 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



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- 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



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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.



Exhibit A

-
- 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 devedined 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.



Exhibit B

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.



Exhibit B

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;

JM



- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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

JM
Date 12/5/16



- 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.

JM
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.

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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

JM
12/5/16



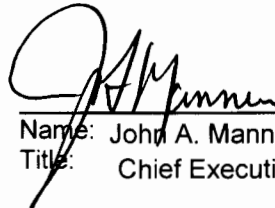
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: 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

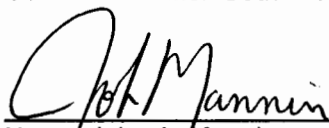
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

JM
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

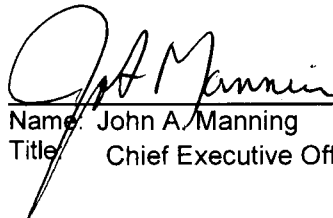
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Southwestern Community Services, Inc.

12/5/16
Date

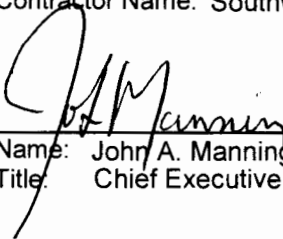

Name: John A. Manning
Title: Chief Executive Officer

Exhibit G

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

Contractor Initials JM



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

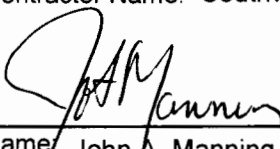
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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

Contractor Initials JM
Date 12/5/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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12/5/16



Exhibit I

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

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

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

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12/5/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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12/5/16



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

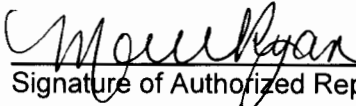
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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



Exhibit I

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

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

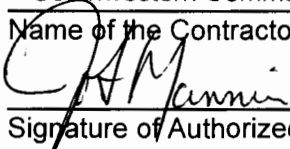
 The State

 Signature of Authorized Representative

 Maureen Ryan
 Name of Authorized Representative

 Director, OHS
 Title of Authorized Representative

 12/6/16
 Date

Southwestern Community Services, Inc.

 Name of the Contractor

 Signature of Authorized Representative

 John A. Manning
 Name of Authorized Representative

 Chief Executive Officer
 Title of Authorized Representative

 December 5, 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:

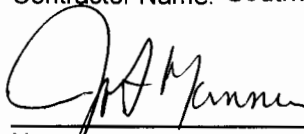
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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: Southwestern Community Services, Inc.

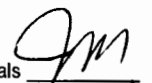

Name: John A. Manning
Title: Chief Executive Officer

12/5/16

Date

Contractor Initials

Date


12/5/16



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: _____

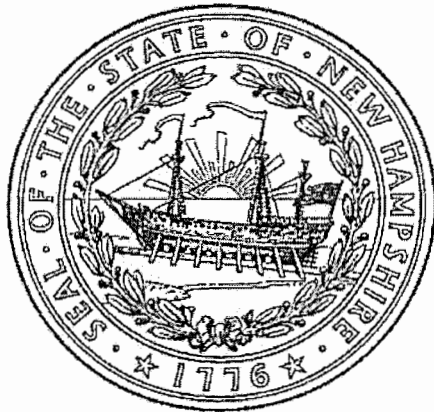
State of New Hampshire

Department of 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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of October A.D. 2016.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, Clerk/Treasurer, 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)

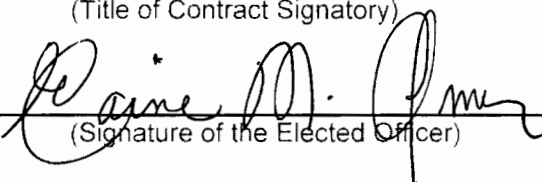
2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 2/18/16:
(Date)

RESOLVED: That the 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 5th day of December, 2016.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)
of the Corporation.

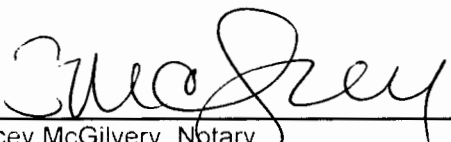

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 5th day of December, 2016.

By Elaine M. Amer
(Name of Elected Officer of the Agency)


Stacey McGilvery, Notary
(Notary Public/Justice of the Peace)



Commission Expires: 11/18/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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

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

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	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Insurance Company	0
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	SOUTHWESTERNCOM	INSURER B:	Maine Employer Mutual Insurance Co.
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 540728960 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1513235	6/30/2016	6/30/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			PHPK1513235	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			PHUB545630	6/30/2016	6/30/2017	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102600768	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

Workers Compensation Statutory coverage provided for the State of NH
All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER	CANCELLATION
Department of Health & Human Services Office of Human Services 129 Pleasant Street Concord NH 03301	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



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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED MAY 31, 2015**

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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. and related companies (a New Hampshire nonprofit corporation), which comprise the consolidated statements of financial position as of May 31, 2015 and 2014, and the related consolidated 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 May 31, 2015.

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. as of May 31, 2015 and 2014, 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 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 December 23, 2015, 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*

December 23, 2015
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2015 AND 2014**

ASSETS

	<u>2015</u>	<u>2014</u> (restated)
CURRENT ASSETS		
Cash and cash equivalents	\$ 197,247	\$ 96,654
Accounts receivable	911,829	976,196
Inventory	209,342	312,064
Prepaid expenses	45,899	8,836
Advances to unrelated third parties	100,700	100,700
Notes receivable	112,000	112,000
Interest receivable	32,107	27,627
Total current assets	<u>1,609,124</u>	<u>1,634,077</u>
PROPERTY		
Land and buildings	19,155,380	12,526,948
Vehicles and equipment	802,622	761,283
Furniture and fixtures	144,840	29,791
Total property	<u>20,102,842</u>	<u>13,318,022</u>
Less accumulated depreciation	<u>8,819,308</u>	<u>4,495,141</u>
Property, net	<u>11,283,534</u>	<u>8,822,881</u>
OTHER ASSETS		
Due from related parties	77,140	1,475,944
Cash escrow and reserve funds	278,772	182,837
Security deposits	62,930	11,628
Other assets	15,968	591
Total other assets	<u>434,810</u>	<u>1,671,000</u>
Total assets	<u>\$ 13,327,468</u>	<u>\$ 12,127,958</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 720,997	\$ 550,886
Accrued expenses	117,347	97,294
Accrued payroll and payroll taxes	309,572	113,546
Other current liabilities	132,696	130,133
Refundable advances	239,234	132,114
Demand notes payable	249,953	338,953
Current portion of long term debt	331,865	245,959
Total current liabilities	<u>2,101,664</u>	<u>1,608,885</u>
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	<u>9,069,941</u>	<u>6,324,881</u>
Total liabilities	<u>11,171,605</u>	<u>7,933,766</u>
NET ASSETS		
Unrestricted	2,146,018	4,160,395
Temporarily restricted	9,845	33,797
Total net assets	<u>2,155,863</u>	<u>4,194,192</u>
Total liabilities and net assets	<u>\$ 13,327,468</u>	<u>\$ 12,127,958</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u> (restated)
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 9,154,522	\$ -	\$ 9,154,522	8,893,510
Program service fees	1,991,293	-	1,991,293	2,103,765
Rental income	533,766	-	533,766	361,492
Developer income	347,615	-	347,615	694,246
Support	376,410	4,887	381,297	317,056
Fundraising	92,884	-	92,884	146,366
Interest income	4,549	-	4,549	4,722
Forgiveness of debt	585,457	-	585,457	772,915
Miscellaneous	122,439	-	122,439	56,565
In-kind contributions	161,575	-	161,575	110,864
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	13,370,510	4,887	13,375,397	13,461,501
NET ASSETS RELEASED FROM RESTRICTIONS				
	28,839	(28,839)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	13,399,349	(23,952)	13,375,397	13,461,501
EXPENSES				
Program services				
Home energy programs	4,014,931	-	4,014,931	4,171,970
Education and nutrition	2,213,462	-	2,213,462	2,037,363
Homeless programs	2,211,640	-	2,211,640	1,888,171
Housing services	1,906,567	-	1,906,567	1,824,635
Economic development services	437,548	-	437,548	503,259
Other programs	818,906	-	818,906	783,808
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	11,603,054	-	11,603,054	11,209,206
Supporting activities				
Management and general	1,826,284	-	1,826,284	1,680,806
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	13,429,338	-	13,429,338	12,890,012
CHANGES IN NET ASSETS	<u>(29,989)</u>	<u>(23,952)</u>	<u>(53,941)</u>	<u>571,489</u>
NET ASSETS, BEGINNING OF YEAR	4,160,395	33,797	4,194,192	3,023,784
PRIOR PERIOD ADJUSTMENT	-	-	-	598,919
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	<u>(1,984,388)</u>	<u>-</u>	<u>(1,984,388)</u>	<u>-</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,176,007</u>	<u>33,797</u>	<u>2,209,804</u>	<u>3,622,703</u>
NET ASSETS, END OF YEAR	<u>\$ 2,146,018</u>	<u>\$ 9,845</u>	<u>\$ 2,155,863</u>	<u>\$ 4,194,192</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u> (restated)
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (53,941)	\$ 571,489
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	505,694	470,112
Forgiveness of debt	(585,457)	(772,915)
(Increase) decrease in assets:		
Accounts receivable	71,516	(111,461)
Inventory	102,722	(210,123)
Prepaid expenses	(53,739)	9,011
Notes receivable	-	(112,000)
Interest receivable	(4,480)	(4,480)
Due from related parties	944,184	413,874
Security deposits	(5,398)	3,678
Increase (decrease) in liabilities:		
Accounts payable	(334,243)	(198,896)
Accrued expenses	(639,853)	68,788
Accrued payroll and payroll taxes	196,026	(19,991)
Other current liabilities	2,563	(13,660)
Refundable advances	107,120	(51,981)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>252,714</u>	<u>41,445</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease in escrow funds	29,115	(32,702)
Purchase of property	(64,082)	(83,801)
NET CASH USED IN INVESTING ACTIVITIES	<u>(34,967)</u>	<u>(116,503)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net (repayments) proceeds from demand notes payable	(89,000)	39,000
Proceeds from long term debt	67,917	80,782
Repayment of long term debt	(102,869)	(171,638)
NET CASH USED IN FINANCING ACTIVITIES	<u>(123,952)</u>	<u>(51,856)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	93,795	(126,914)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	96,654	223,568
CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	<u>6,798</u>	<u>-</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 197,247</u>	<u>\$ 96,654</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 186,420</u>	<u>\$ 189,112</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2015
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	2015 Total	2014 Total (restated)
Payroll	\$ 349,643	\$ 1,079,606	\$ 517,908	\$ 673,435	\$ 283,138	\$ 376,159	\$ 3,259,789	\$ 624,984	\$ 3,884,753	\$ 3,925,920
Payroll taxes	36,353	125,796	54,236	71,429	24,158	43,524	355,500	64,412	419,912	408,894
Employee benefits	108,363	320,633	165,018	208,834	73,279	129,211	1,005,138	236,565	1,241,803	993,743
Retirement	21,943	65,680	32,333	96,588	15,390	14,879	206,793	57,906	264,701	257,612
Advertising	409	15,632	-	3,421	1,112	-	23,374	761	24,335	21,329
Bank charges	484	-	263	2,733	-	12	3,472	5,871	10,143	7,976
Bad debt expense	-	-	878	-	-	-	878	-	878	2,023
Commercial subekey	-	-	-	-	-	13,373	13,373	-	13,373	10,671
Computer cost	-	3,815	6,921	9,729	1,472	-	18,933	140,253	159,186	89,581
Contractual	253,377	15,361	215,034	106,115	2,640	147,587	744,144	41,249	795,393	787,447
Depreciation	-	25,335	105,367	167,890	-	7,141	308,733	196,961	505,694	470,112
Dues/registration	-	5,375	350	281	-	17,474	23,680	2,145	26,125	10,387
Duplicating	1,383	7,580	448	152	-	-	9,541	4,813	14,354	14,328
Insurance	7,046	14,361	24,626	57,621	1,174	6,065	111,093	30,374	141,967	142,532
Interest	-	9,206	11,580	29,188	-	2,586	32,560	133,900	166,426	189,112
Meeting and conference	2,081	5,940	4,442	12,012	-	21,230	45,685	12,808	58,263	52,244
Miscellaneous expense	563	1,537	5,772	77,761	40	646	86,339	2,453	88,752	158,703
Miscellaneous taxes	-	-	-	49,770	-	-	49,770	150	49,920	38,932
Equipment purchases	61	1,017	8,080	6,961	-	-	16,119	1,843	17,962	12,817
Office expense	13,583	15,296	9,669	6,357	5,235	187	50,557	12,064	62,621	64,824
Postage	199	341	27	850	106	-	1,523	21,021	23,144	22,096
Professional fees	1,000	-	3,000	15,443	-	-	19,443	48,854	68,297	114,941
Staff development and training	5,376	1,622	27,294	6,300	-	18,015	58,601	34,574	93,425	36,188
Subscriptions	-	-	-	78	-	-	78	901	979	2,981
Telephone	2,679	15,829	27,920	8,482	5,245	533	60,697	24,853	85,550	87,229
Fax	46	-	-	-	-	-	46	-	46	133
Travel	4,371	16,322	16,247	6,145	5,288	180	50,533	2,454	52,597	40,712
Vehicle	5,312	5,035	3,969	33,635	-	9,580	57,498	21,476	78,974	124,931
Rent	-	25,550	-	-	-	-	25,550	-	25,550	18,919
Source costs	49	114,690	236,755	242,345	-	377	594,220	103,187	897,407	887,426
Direct client assistance	3,200,456	153,846	727,197	56,132	38,291	10,147	4,187,069	-	4,187,069	3,987,979
In-kind expenses	-	161,575	-	-	-	-	161,575	-	161,575	110,884
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	4,014,931	2,213,482	2,211,640	1,906,557	437,548	816,908	11,603,054	1,525,284	13,429,338	12,890,012
Allocation of management and general expenses	831,937	348,382	348,105	300,088	68,869	126,893	1,826,284	(1,826,284)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,846,868	\$ 2,561,864	\$ 2,559,745	\$ 2,206,655	\$ 506,417	\$ 943,799	\$ 13,429,338	\$ -	\$ 13,429,338	\$ 12,890,012

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED MAY 31, 2015 AND 2014

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 Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP (Drewsville), North Walpole Village Housing Associates, LP (North Walpole), Troy Common Associates, LP (Troy), Peterborough/Finlay, LLC (Peterborough), Hinsdale Main Street Associates LP (Hinsdale) and Jaffrey Housing Associates LP (Jaffrey). 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 financial statements of Southwestern Community Services, Inc. have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

For the years ended May 31, 2015 and 2014, Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP have been consolidated with the Organization because the Organization owns 100% of the voting power. During the year ended May 31 2015, the Organization acquired 100% of Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP and Jaffrey Housing Associates LP (see Note 13) and these entities have also been consolidated with the Organization. All significant intercompany items and transactions have been eliminated from the basic financial statements.

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, 2015 and 2014, 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, 2014, 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

The Organization has adopted the allowance method for accounting for uncollectible receivables. The Organization estimated the allowance for uncollectible receivables at zero for the year ended May 31, 2015 and 2014.

Notes Receivable

The Organization has two notes receivable from an unrelated third party. The notes receivable 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 is \$112,000 and \$32,107, respectively at May 31, 2015 and \$112,000 and \$27,627, respectively at May 31, 2014.

Inventory

Inventory is recorded at cost or at fair value if contributed. Inventory consists of property developments, which when complete, will be held for sale.

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, 2015 and 2014, approximately 68% and 66%, 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. At May 31, 2015 and 2014, no balance exceeded the federally insured limits.

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.

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

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.

SCS Housing, Inc. is a C Corporation and is subject to income tax. Management does not believe this entity will have taxable income as there is net operating loss carryforwards of \$800,793 and \$673,130 at May 31, 2015 and 2014, respectively, and therefore, there is no tax provision.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, Troy Common Associates, LP, Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP, and Jaffrey Housing Associates LP are partnerships and do not pay taxes on their income. Rather, the partners will pay the taxes on the partnership net 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. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2012 – 2015), 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, inventory, 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.

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 December 23, 2015, the date the financial statements were available to be issued.

NOTE 2

DEMAND NOTES PAYABLE

The Organization has a \$250,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly interest payments based on an interest rate of 4% per annum. The line is secured by all the

Organization's assets. The outstanding balance at May 31, 2015 and 2014 totaled \$249,953.

At May 31, 2014, the Organization had a \$500,000 master line of credit agreement (the line) with a bank that was due on demand. The line called for monthly interest payments based on the Wall Street Journal Prime Rate (3.25% at May 31, 2014) plus 1% per annum. The line was secured by all the Organization's assets. The outstanding balance at May 31, 2014 totaled \$89,000. The balance has been repaid in full as of May 31, 2015.

NOTE 3

LONG TERM DEBT

The long term debt at May 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
1% mortgage payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.	\$ 181,843	\$ 190,668
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.	32,147	32,147
3.5% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.	61,388	70,549
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. 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.	250,000	250,000
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through July 2032, or until project is sold or refinanced. The note is secured by real estate of the Organization.	408,300	408,300
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment due January 2017. The note is secured by real estate of the Organization.	206,615	219,903

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.	2,343,485	2,372,857
Non-interest bearing note payable to a county in New Hampshire. Payment is not necessary unless Organization defaults on contract and the note is secured by real estate of the Organization.	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, 2015 and is classified as current. The note is secured by real estate of the Organization.	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, 2015 and is classified as current. The note is secured by real estate of the Organization.	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,769 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, 2015. The note is secured by real estate of the Organization.	449,567	461,087
6.99% note payable to a bank in monthly installments for principal and interest of \$560 through October 2014. The note was secured by a vehicle of the Organization.	-	3,303
5.95% note payable to a bank in monthly installments for principal and interest of \$934 through May 2021. The note is secured by real estate of the Organization.	115,214	119,335
North Walpole - 6% note payable to a bank in monthly installments for principal and interest of \$1,351 April 2016 at which time a balloon payment of \$123,000 is due. The note is secured by real estate of the Organization.	128,971	137,167

Troy - 7% note payable to a bank in monthly installments for principal and interest of \$807 through December 2025. The note is secured by real estate of the Organization.	76,750	80,821
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 will be 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.	225,000	250,000
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 will be 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.	135,000	150,000
Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2023 at which time the remaining balance is due. The note is secured by real estate of the Organization.	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.	424,175	446,500
3.99% note payable to a bank in monthly installments for principal and interest of \$385 through April 2015. The note is secured by a vehicle of the Organization.	12,249	16,014
Peterborough - 7% note payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$15,013 through June 2040. The note is secured by a mortgage and risk sharing security agreement with the U.S. Department of Housing and Urban Development on the Organization's assets.	2,124,114	-
Peterborough - Non-recourse 0% note payable to New Hampshire Housing Finance Authority. Principal is payable at the sole discretion of the		

lender from excess cash of the borrower determined by formula. The note is due December 2041 and is secured by the Partnership's land and buildings.	388,657	-
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 included cumulative accrued interest of \$43,872.	294,721	-
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$484 through June 2027. The note is secured by land and buildings.	49,463	-
Hinsdale - 6% payable to a bank in monthly installments for principal and interest of \$635 with a balloon payment due October 2017. The note is secured by land and buildings.	66,030	-
4.25% note payable to a bank in monthly installments for principal and interest through December 2016. The note is secured by land and buildings.	37,718	-
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.	<u>28,210</u>	<u>-</u>
	9,401,806	6,570,840
Less current portion due within one year	<u>331,865</u>	<u>245,959</u>
	<u>\$ 9,069,941</u>	<u>\$ 6,324,881</u>

The schedule of maturities of long term debt at May 31, 2015 is as follows:

Year Ending	Amount
<u>May 31</u>	
2016	\$ 331,865
2017	377,070
2018	245,942
2019	192,670
2020	195,247
Thereafter	<u>8,059,012</u>
Total	<u>\$ 9,401,806</u>

NOTE 4 **OPERATING LEASES**

The Organization leases vehicles, under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2016. Monthly lease payments range from \$341 to \$580. Lease expense for the years ended May 31, 2015 and 2014 totaled \$9,472 and \$25,051, respectively.

Future minimum payments as of May 31, 2015 on the above leases are \$43,109 during the year ending May 31, 2016.

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2015 and 2014, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$125,564.

NOTE 6 **CONTINGENCIES**

SCS Housing, Inc. is the general partner of eleven limited partnerships (which include Drewsville Carriage House Associates, LP, North Walpole Village Housing, LP, Troy Common Associates, LP, Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP and Jaffrey Housing Associates LP, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of liabilities of various partnerships totaling \$5,209,000 at May 31, 2015 and 2014. Partnership real estate with a cost basis of approximately \$25,300,000 provides collateral on these loans.

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, 2015 and 2014.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2015 and 2014, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$337,996 and \$383,457, at May 31, 2015 and 2014, respectively. In addition, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years. The total amount due and expected to be collected from the limited partnerships was \$77,140 and \$877,025 at May 31, 2015 and 2014, respectively.

NOTE 8**ADVANCES TO UNRELATED THIRD PARTIES**

The Organization has advanced funds to three unrelated entities for property development purposes. The total amount due and expected to be collected from these entities was \$100,700 at May 31, 2015 and 2014.

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 \$266,042 and \$261,757 for the years ended May 31, 2015 and 2014, respectively.

NOTE 10**RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of contributions received by the Organization that have not been used for the specified purpose of the donor. Temporarily restricted net assets at May 31, 2015 and 2014 totaled \$9,845 and \$33,797, respectively.

NOTE 11**FORGIVENESS OF DEBT**

During the year ended May 31, 2015 the Organization realized forgiveness of debt income in connection with notes payable to the Town of Hinsdale, the County of Cheshire and the Department of Housing and Urban Development (HUD). Forgiveness of debt income totaled \$585,457 for the year ended May 31, 2015.

During the year ended May 31, 2014 the Organization realized forgiveness of debt income in connection with notes payable with the Town of Troy and the Town of Walpole, and the County of Cheshire. Forgiveness of debt income totaled \$772,915 for the year ended May 31, 2014.

NOTE 12**PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended May 31, 2015 has been restated to correct an error.

In previously issued financial statements the Organization did not record amounts due from Peterborough/Finlay, LLC (Peterborough). The amounts are recorded as a payable on Peterborough's books and are eliminated in consolidation. Correcting this error increased unrestricted net assets by \$598,919 at May 31, 2014.

NOTE 13 TRANSFER OF PARTNERSHIP INTEREST

During 2015, SCS acquired partnership interests in three low income housing limited partnerships; Hinsdale Main Street Associates, LP (Hinsdale), Jaffrey Housing Associates (Jaffrey) and Peterborough/Finlay, LLC (Peterborough). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition.

Date of transfer	<u>12/31/2014</u>	<u>12/31/2014</u>	<u>04/30/2015</u>	
	<u>Jaffrey</u>	<u>Hinsdale</u>	<u>Peterborough</u>	<u>Total</u>
Cash	\$ 2,393	\$ 34,363	\$ 95,092	\$ 131,848
Property – net	328,095	645,620	1,928,533	2,902,248
Other assets	<u>12,097</u>	<u>10,746</u>	<u>54,121</u>	<u>76,964</u>
Total assets	<u>342,585</u>	<u>690,729</u>	<u>2,077,746</u>	<u>3,111,060</u>
Notes payable	345,342	590,654	2,757,234	3,693,230
Other liabilities	<u>178,907</u>	<u>402,037</u>	<u>821,274</u>	<u>1,402,218</u>
Total liabilities	<u>524,249</u>	<u>992,691</u>	<u>3,578,508</u>	<u>5,095,448</u>
Partners' (deficit)	<u>\$ (181,664)</u>	<u>\$ (301,962)</u>	<u>\$(1,500,762)</u>	<u>\$(1,984,388)</u>

SUPPLEMENTAL INFORMATION
(SEE INDEPENDENT AUDITORS' REPORT)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2015
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	2015 Total	2014 Total (restated)
REVENUES										
Government contracts	\$ 3,784,114	\$ 2,522,699	\$ 1,824,820	\$ 182,374	\$ 575,218	\$ 12,895	\$ 8,502,222	\$ 252,300	\$ 9,154,522	\$ 8,893,510
Program service fees	317,779	4,215	72,332	966,383	-	830,585	1,591,293	-	1,991,293	2,103,765
Rental income	-	-	120,850	405,959	-	-	526,949	6,817	533,766	361,492
Developer income	-	-	-	347,615	-	-	347,615	-	347,615	694,246
Support	44,261	14,835	137,915	3,000	-	167,116	367,127	14,170	381,297	317,056
Fundraising	-	-	-	-	-	83,784	83,784	9,100	92,884	146,966
Interest income	-	-	28	9	-	-	43	4,508	4,549	4,722
Forgiveness of debt	-	-	62,325	523,132	-	-	585,457	-	585,457	58,565
Miscellaneous	33,408	1,449	606	86,100	-	4,647	120,410	2,029	122,439	772,915
In-kind contributions	-	161,575	-	-	-	-	161,575	-	161,575	110,864
Total revenues	4,179,561	2,704,773	2,219,175	2,508,612	575,218	899,137	13,086,475	288,922	13,375,397	13,461,501
EXPENSES										
Payroll	\$ 349,843	\$ 1,079,008	\$ 517,808	\$ 673,435	\$ 263,138	\$ 378,159	\$ 3,256,789	\$ 624,964	\$ 3,884,753	\$ 3,925,620
Payroll taxes	36,353	125,788	54,238	71,429	24,158	43,524	335,500	64,412	419,512	406,894
Employee benefits	108,353	320,553	165,019	306,634	73,279	129,211	1,005,138	239,685	1,244,823	693,748
Retirement	21,943	85,690	32,333	56,588	15,390	14,879	206,793	57,908	264,701	257,612
Advertising	409	18,632	-	3,421	1,112	-	23,574	761	24,335	21,320
Bank charges	-	-	878	-	-	-	878	-	878	7,978
Bad debt expense	454	-	263	2,733	-	12	3,472	5,871	10,143	2,023
Commercial subsidy	-	-	-	-	-	13,373	13,373	-	13,373	10,671
Computer cost	-	3,815	8,921	8,725	1,472	-	16,933	143,253	159,186	89,587
Contracts	253,377	18,391	216,334	106,115	2,546	147,587	744,144	41,249	795,393	797,447
Donation	-	25,335	108,387	167,890	-	7,141	308,733	198,961	505,694	470,112
Duplication	-	5,575	350	281	-	17,474	23,980	2,145	26,125	10,397
Duplicating	1,363	7,580	446	152	-	-	9,541	4,813	14,354	14,328
Insurance	7,046	14,361	24,826	57,621	1,174	8,065	111,093	30,574	141,667	142,932
Interest	-	9,208	11,580	29,198	-	2,596	52,982	133,860	186,420	199,112
Meeting & conference	2,061	9,940	4,442	12,012	-	21,230	45,685	12,968	58,293	52,244
Miscellaneous expense	583	1,537	5,772	77,761	40	646	88,339	2,453	88,792	158,703
Miscellaneous taxes	-	-	-	49,770	-	-	49,770	156	49,926	38,832
Equipment purchases	61	1,017	8,080	6,961	-	-	16,119	1,243	17,962	12,817
Office expense	13,583	15,298	9,699	6,357	5,235	187	50,557	12,064	62,621	64,824
Postage	199	341	27	950	106	-	1,523	21,921	23,144	23,069
Professional fees	1,000	-	3,000	15,443	-	-	19,443	48,854	66,297	114,841
Staff development & training	5,970	1,622	27,264	6,360	-	18,015	58,851	34,574	93,425	36,199
Subscriptions	-	-	-	78	-	-	78	901	979	2,881
Telephone	2,079	15,829	27,929	8,482	5,245	533	60,897	24,853	85,550	87,229
Fax	46	-	-	-	-	-	46	-	46	133
Travel	4,371	10,322	15,247	6,145	5,268	180	52,533	2,484	52,997	40,712
Vehicle	5,312	5,005	3,966	33,635	-	8,580	57,469	21,476	78,974	124,931
Rent	-	25,550	-	-	-	-	25,550	-	25,550	18,918
Space costs	49	114,690	238,755	242,349	377	377	594,220	103,197	697,407	687,428
Direct client assistance	3,200,456	153,849	727,157	58,132	59,291	10,147	4,187,069	-	4,187,069	3,967,879
In-kind expenses	-	161,575	-	-	-	-	161,575	-	161,575	110,864
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	4,014,931	2,213,462	2,211,640	1,906,597	437,548	819,806	11,603,054	1,826,284	13,429,358	12,890,012
Allocation of management and general expenses	631,937	348,392	348,106	300,068	68,669	128,893	1,826,284	(1,826,284)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,646,868	\$ 2,561,854	\$ 2,559,746	\$ 2,206,665	\$ 506,417	\$ 947,799	\$ 13,429,338	\$ -	\$ 13,429,358	\$ 12,890,012

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2016**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>PASS-THROUGH GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
<u>U.S. Department of Agriculture</u>				
Rural Housing Preservation Grant	10.433			\$ 97,000
Child and Adult Care Food Program	10.558	State of NH Department of Education		101,573
Women, Infants, and Children (WIC)	10.557	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	330,824
Commodity Supplemental Food Program	10.565	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	<u>150,512</u>
Total U.S. Department of Agriculture				\$ <u>679,909</u>
<u>U.S. Department of Housing and Urban Development</u>				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	\$ 284,455
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	257,292
Supportive Housing Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	84,446
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	<u>282,192</u>
Total U.S. Department of Housing and Urban Development				\$ <u>908,385</u>
<u>U.S. Department of Labor</u>				
WIA Cluster - WIA Adult	17.258	Southern NH Services		\$ 84,633
WIA Cluster - WIA Dislocated	17.278	Southern NH Services		<u>96,007</u>
Total U.S. Department of Labor				\$ <u>180,640</u>
<u>U.S. Department of Energy</u>				
Weatherization Assistance for Low-Income Persons	81.042	State of NH Office of Energy & Planning	01-02-024010-7706-074-500587	\$ <u>166,319</u>
Total U.S. Department of Energy				\$ <u>166,319</u>
<u>U.S. Department of Veterans Affairs</u>				
VA Support Services for Veterans Families Program	64.033			\$ <u>329,587</u>
Total U.S. Department of Veterans Affairs				\$ <u>329,587</u>
<u>U.S. Department of Health & Human Services</u>				
National Family Care Giver Support, Title III, Part E	93.052	State of NH, DHHS, Div of Elderly & Adult Services	177511	\$ 12,999
Drug-Free Communities Support Program Grants	93.276			107,623
Temporary Assistance for Needy Families	93.558	Southern NH Services		394,422
Low Income Home Energy Assistance	93.569	State of NH, Office of Energy & Planning	1025874	3,616,012
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	232,025
CSBG - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	500731	20,275
Head Start	93.600			<u>1,961,961</u>
Total U.S. Department of Health & Human Services				\$ <u>6,345,317</u>
TOTAL				\$ <u>8,610,157</u>

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, 2015**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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, change 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 FOOD DONATION

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

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. and related companies (a New Hampshire nonprofit corporation), which comprise the consolidated statement of financial position as of May 31, 2015, 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 December 23, 2015.

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's Roberts,
Professional Association*

December 23, 2015
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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. and related companies (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the OMB *Circular A-133 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, 2015. 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 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 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 OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2015.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 2015-001. Our opinion on each major federal program is not modified with respect to these matters.

Southwestern Community Services, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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 OMB Circular A-133, 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. And therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2015-001, that we consider to be a material weakness.

Southwestern Community Services, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell's Roberts,
Professional Association*

December 23, 2015
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2015**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Southwestern Community Services, Inc.
2. No material weaknesses 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*.
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. One material weakness in internal control over major federal award programs is reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133*.
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. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this schedule.
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Head Start, 93.600. U.S. Department of Housing and Urban Development; Supportive Housing, 14.235, Emergency Solutions Grant, 14.231, Shelter Plus Care, 14.238.
8. The threshold for distinguishing Type A and B programs was \$300,000.
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

Department of Health and Human Services

2015-001 Head Start - CFDA No. 93.600 (material weakness)

Condition: In testing drawdowns for the Head Start program, it was noted that all but three drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

Criteria: All drawdowns must be for current expenditures incurred for the Head Start program and must be accompanied by supporting documentation.

Effect: Failure to maintain supporting documentation for each drawdown could result in advanced drawdowns of Head Start funds for purposes other than those allowed by Head Start.

Cause: Lack of internal control surrounding the documentation and approval of Head Start drawdowns.

Recommendation: The Organization needs to strengthen controls over its cash management processes to ensure compliance with federal requirements. We recommend that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

Management Response:

The Organization, in an effort to strengthen controls over its cash management process, ensuring compliance with federal requirements; has put into place a policy with regards to Cash Advances of Federal Grants, effective immediately.

Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs [CFR Part 74.22(b)(2)].

Cash advances under this section shall require submission of satisfactory documentation of the expenses for which the cash is being drawn down, for the approval of both CEO (or designee) and a member of the Executive Committee of the Agency Board of Directors. Documentation and approvals will be maintained by the CEO (or designee) in accordance with the agencies file retention policy.

Southwestern Community Services, Inc. Board of Directors - Composition - 2016 -

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Beth Fox

Vice Chair, NH CDBG
Advisory Council

Mary Lou Huffling

Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Jessi Parent

Head Start Policy Council
Parent Representative to Board

Penny Despres

New Hope New Horizons
Program Representative

**PRIVATE
SECTOR**

Elaine Amer, *Clerk/Treasurer*

Construction Trades
Amer Electric

Anne Beattie

ServiceLink of Sullivan County
Advisory Board

Kevin Watterson, *Chair*

Clarke Companies

Scott Croteau, *Vice Chairperson*

Retired Banking Finance Community

**PUBLIC
SECTOR**

Leroy Austin

Town of Winchester
NH Code Enforcement

David Edkins

Administrator,
Planning & Zoning
Town of Charlestown

Molly Kelly

Former State Senator
District 10

Raymond Gagnon

NH House of Representatives
Sullivan - District 5

Jessie Levine

County Manager
Public Sector, Sullivan County

John A. Manning



Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Executive Officer of a large community action agency.

Experience

2014–Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Has overall strategic and operational responsibility for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Responsibilities include maintaining ongoing excellence, rigorous program evaluation and consistent quality of finance, administration, fundraising, communications and systems; Works with the Board of Directors and management team to implement the objectives of SCS's strategic plan. Actively engages and energizes volunteers, board members, event committees, partnering organizations and funders. Develops and maintains strong relationships with the Board of Directors and serve as ex-officio member of the Board. Leads, coaches, develops and retains a high-performance management team. Ensures effective systems are in place to measure work performance, provide regular feedback to funding sources and community partners.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions 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.

Education

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants
NH Society of Certified Public Accountants

Keith F. Thibault

**[REDACTED] and Highway
[REDACTED] 02116**

**[REDACTED] (HOME)
[REDACTED] (WORK)
[REDACTED]**

Skills Summary

- 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.

Margaret Freeman
[REDACTED]
[REDACTED]
[REDACTED]

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

TERRI L. DAIGNAULT

2

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest.

SKILLS:

- Proficient in computer applications like MS Word, Excel, FrontPage and others.
- Excellent in communication, interpersonal and organizational skills.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

Sunapee High School, Sunapee, NH
Newport High School, Newport, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Feb 2012 - Present Volunteer Driver Program Coordinator
Community Alliance of Human Services
940 John Stark Hwy.
Newport, NH 03773

Job Description:

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.

- Maintains a positive professional attitude within the Agency and in the community, supporting the Agency's mission statement as well as all policies and procedures. Maintains confidentiality as outlined in Agency policy.
- Working with the Transportation Services Director, establishes a volunteer driver program component for the Agency's transportation program.
- 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.

July 2007 – April 2012 Twin State Speedway
 282 Thrasher Road
 Claremont, NH 03743
 603-543-3160

Sales, all aspects from dealing with customers, taking payments to selling cars, 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.

Aug 2010 – Feb 2012 Fleury's Sales
 880 John Stark Highway
 Newport, NH 03773
 603-863-3694

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

Aug 2007 – Jan 2010 Jiffy Mart
 102 Elm Street
 Claremont, NH 03743

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 training in all areas of store, food preparations.

Aug 1988 – Sept 1996 Hodgdon Sales
 101 Mulberry Street
 Claremont, NH 03743

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.

Contractor Name: Southwestern Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	CEO	\$127608	0	0
Meg Freeman	CFO	\$89502	0	0
Vacant	Transit Manager	\$52000	100%	\$52000

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-14)



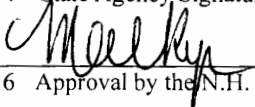
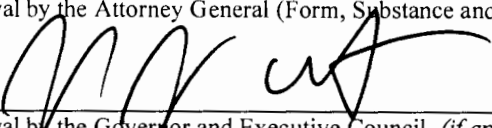
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Deborah Fauver, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Nov. 28, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.15.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Notary Public KENNETH S. KASLOW, Notary Public My Commission Expires August 14, 2016			
1.14 State Agency Signature 		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: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DAF
Date 11/25/14

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.

Contractor Initials DAF
Date 11/23/16

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.



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.



Exhibit A

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.

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Exhibit A

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- 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.



Exhibit A

- 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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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.



Exhibit A

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- 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;



Exhibit A

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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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



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.

New Hampshire Department of Health and Human Services
Exhibit C



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

New Hampshire Department of Health and Human Services
Exhibit D



- 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

[Signature]
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

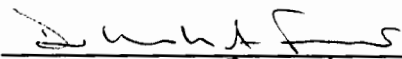
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Gibson Contr. for Senior Services, Inc.

11/28/16
Date


Name: Deborah Fauer
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

Deborah Fauver
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.

Exhibit G

Contractor Initials

DAF

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:
Gibson Center for Sexual Services, Inc.

11/28/16
Date

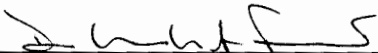

Name: *Deborah Fauer*
Title: *President*

Exhibit G

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

Contractor Initials DF



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

[Signature]
Name: Deborah Fowler
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	<u>Gibson Center For Senior Services, Inc</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Maureen Ryan</u>	<u>Deborah Fawver</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, OHS</u>	<u>President</u>
Title of Authorized Representative	Title of Authorized Representative
<u>11/30/16</u>	<u>11/28/16</u>
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.

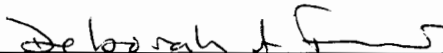
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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.

11/28/10
Date


Name: *Deborah Fawcett*
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?

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 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 formed October 10, 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 13th day of April, A.D. 2015

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 11/28/2016 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
GIBSON CENTER FOR SENIOR SERVICES, INC.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	60369
Status:	Good Standing
Entity Creation Date:	10/10/1979
Principal Office Address:	14 Grove Street North Conway NH 03860
Principal Mailing Address:	PO Box 655 North Conway NH 03860
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/5/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Charles Macomber, Treasurer, 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 Nov. 15, 2016 :
(Date)

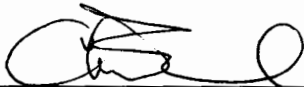
RESOLVED: That the President
(Title of Contract Signatory)

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 28th day of November, 2016.
(Date Contract Signed)

4. Deborah Fauver is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 28th day of November, 2016.

By Charles Macomber
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KENNETH S. KASLOW, Notary Public
Commission Expires: My Commission Expires August 14, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Andrea Nicklin, AAI PHONE (A/C, No, Ext): (603) 356-6926 E-MAIL ADDRESS: anicklin@chalmersinsurancegroup.com	FAX (A/C, No): (603) 356-6934													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER B: Continental Western Insurance</td> <td>10804</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acadia Insurance Company	31325	INSURER B: Continental Western Insurance	10804	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL1692123691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0011316-31	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA0011366-32	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Liab Broadening \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA0011368-31	5/1/2016	5/1/2017	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCA0018862-30	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER State of New Hampshire NH Department of Health & Human Services 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 A Nicklin, AAI/ANDREA <i>Andrea Nicklin</i>

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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, 2016 and 2015

and

Independent Auditor's Report

**GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2016 and 2015**

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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, 2016 and 2015, 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, 2016 and 2015, 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 Cluksay & Company PC

Manchester, New Hampshire
September 20, 2016

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
ASSETS		
Cash and cash equivalents	\$ 227,734	\$ 135,711
Investments	105,415	104,723
Accounts receivable	68,042	76,752
Prepaid expenses	37,823	39,236
Inventory	2,397	2,206
Deposits	500	500
Property and equipment, net	2,835,582	2,915,795
New Hampshire Charitable Foundation Restricted Fund	<u>709,959</u>	<u>769,008</u>
TOTAL ASSETS	<u>\$ 3,987,452</u>	<u>\$ 4,043,931</u>
LIABILITIES AND NET ASSETS		
LIABILITIES:		
Accounts payable	\$ 20,573	\$ 3,214
Accrued expenses	27,763	16,383
Deferred income	39,368	37,500
Security deposit payable	10,903	10,177
Mortgage note payable	<u>166,442</u>	<u>181,802</u>
TOTAL LIABILITIES	<u>265,049</u>	<u>249,076</u>
NET ASSETS:		
Unrestricted:		
Undesignated	2,893,210	2,907,612
Board restricted for capital acquisitions	816,381	874,738
Temporarily restricted	<u>12,812</u>	<u>12,505</u>
TOTAL NET ASSETS	<u>3,722,403</u>	<u>3,794,855</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,987,452</u>	<u>\$ 4,043,931</u>

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	\$ 353,111	\$ 347,795
Town appropriations	50,000	50,000
Contributions	209,938	217,582
Fund raising	156,243	117,257
Rental income	160,785	155,125
Interest and dividend income	6,835	7,156
Other income	51,971	47,753
Net unrealized and realized gains (losses) on investments	<u>(28,450)</u>	<u>8,055</u>
TOTAL OPERATING REVENUES AND GAINS	<u>960,433</u>	<u>950,723</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	<u>12,793</u>	<u>12,230</u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>12,793</u>	<u>12,230</u>
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	<u>973,226</u>	<u>962,953</u>
OPERATING EXPENSES:		
PROGRAM SERVICES:		
Nutrition	422,990	425,661
Transportation	107,416	107,652
Social and Educational	103,910	100,335
Total Program Services	<u>634,316</u>	<u>633,648</u>
SUPPORTING SERVICES:		
Management and general	269,597	282,501
Fund raising	141,072	133,744
Total Supporting Services	<u>410,669</u>	<u>416,245</u>
TOTAL OPERATING EXPENSES	<u>1,044,985</u>	<u>1,049,893</u>
(DECREASE) IN UNRESTRICTED NET ASSETS FROM OPERATIONS	<u>(71,759)</u>	<u>(86,940)</u>
OTHER CHANGES:		
Insurance claim proceeds	25,813	
Insured damages	<u>(26,813)</u>	
TOTAL OTHER CHANGES	<u>(1,000)</u>	<u>-</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(72,759)</u>	<u>(86,940)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	13,100	6,271
Net assets released from restrictions	<u>(12,793)</u>	<u>(12,230)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>307</u>	<u>(5,959)</u>
(DECREASE) IN NET ASSETS	<u>(72,452)</u>	<u>(92,899)</u>
NET ASSETS, July 1	<u>3,794,855</u>	<u>3,887,754</u>
NET ASSETS, June 30	<u>\$ 3,722,403</u>	<u>\$ 3,794,855</u>

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, 2016

	Program Services				Supporting Services			Total Expenses 2016
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 221,663	\$ 58,078	\$ 55,930	\$ 335,671	\$ 28,681	\$ 83,233	\$ 111,914	\$ 447,585
Payroll taxes	16,462	4,282	4,029	24,773	1,666	6,108	7,774	32,547
Employee benefits	47,951	7,035	13,865	68,851	5,583	19,391	24,974	93,825
Total Salaries and Related Expenses	286,076	69,395	73,824	429,295	35,930	108,732	144,662	573,957
Food	62,767	-	-	62,767	-	-	-	62,767
Direct program expenses	13,907	587	26,998	41,492	197	14,168	14,365	55,857
Vehicle expense	-	16,036	-	16,036	-	-	-	16,036
Travel	8,920	22	-	8,942	945	702	1,647	10,589
Conferences and training	270	99	-	369	-	-	-	369
Insurance	9,144	2,407	362	11,913	15,061	362	15,423	27,336
Telephone	744	300	262	1,306	1,842	281	2,123	3,429
Professional services	5,485	1,588	1,588	8,661	6,017	9,913	15,930	24,591
Postage	264	8	-	272	441	51	492	764
Office expenses	4,263	807	876	5,946	3,012	2,115	5,127	11,073
Public relations/communications	-	47	-	47	-	1,837	1,837	1,884
Special events	-	-	-	-	-	2,911	2,911	2,911
Utilities	14,956	3,040	-	17,996	37,820	-	37,820	55,816
Repairs and maintenance	16,194	3,701	-	19,895	36,361	-	36,361	56,256
Interest expense	-	-	-	-	-	5,993	-	5,993
Payments in lieu of real estate taxes	-	-	-	-	14,439	-	14,439	14,439
Total Expenses Before Depreciation	422,990	98,037	103,910	624,937	164,608	141,072	305,680	930,617
Depreciation expense	-	9,379	-	9,379	104,989	-	104,989	114,368
Total Expenses	\$ 422,990	\$ 107,416	\$ 103,910	\$ 634,316	\$ 269,597	\$ 141,072	\$ 410,669	\$ 1,044,985

For the Year Ended June 30, 2015

	Program Services				Supporting Services			Total Expenses 2015
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 217,307	\$ 56,857	\$ 54,213	\$ 328,377	\$ 20,203	\$ 78,872	\$ 99,075	\$ 427,452
Payroll taxes	15,191	3,988	3,748	22,927	1,537	5,507	7,044	29,971
Employee benefits	38,535	4,577	11,787	54,899	6,792	16,255	23,047	77,946
Total Salaries and Related Expenses	271,033	65,422	69,748	406,203	28,532	100,634	129,166	535,369
Food	67,790	-	-	67,790	-	-	-	67,790
Direct program expenses	16,521	905	27,736	45,162	180	16,836	17,016	62,178
Vehicle expense	-	15,968	-	15,968	-	-	-	15,968
Travel	8,892	67	-	8,959	916	446	1,362	10,321
Conferences and training	662	429	-	1,091	25	-	25	1,116
Insurance	9,027	2,377	362	11,766	14,786	362	15,148	26,914
Telephone	591	222	222	1,035	748	222	970	2,005
Professional services	5,168	1,548	1,548	8,264	6,278	9,948	16,226	24,490
Postage	336	-	-	336	481	275	756	1,092
Office expenses	3,624	739	719	5,082	1,809	1,938	3,747	8,829
Public relations/communications	281	98	-	379	-	126	126	505
Special events	-	-	-	-	-	2,957	2,957	2,957
Utilities	21,044	4,847	-	25,891	49,170	-	49,170	75,061
Repairs and maintenance	20,692	4,829	-	25,521	46,567	-	46,567	72,088
Foundation and investment expenses	-	-	-	-	6,424	-	6,424	6,424
Interest expense	-	-	-	-	6,256	-	6,256	6,256
Payments in lieu of real estate taxes	-	-	-	-	13,739	-	13,739	13,739
Total Expenses Before Depreciation	425,661	97,451	100,335	623,447	175,911	133,744	309,655	933,102
Depreciation expense	-	10,201	-	10,201	106,590	-	106,590	116,791
Total Expenses	\$ 425,661	\$ 107,652	\$ 100,335	\$ 633,648	\$ 282,501	\$ 133,744	\$ 416,245	\$ 1,049,893

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, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities:		
Cash received from grants and contributions	\$ 633,127	\$ 609,031
Interest income received	917	662
Other income received	373,708	322,657
Cash paid to employees	(436,467)	(425,569)
Cash paid to suppliers	(437,207)	(491,838)
Payments in lieu of tax	(14,439)	(13,739)
Interest paid	<u>(5,993)</u>	<u>(6,256)</u>
Net Cash Provided (Used) by Operating Activities	<u>113,646</u>	<u>(5,052)</u>
Cash Flows From Investing Activities:		
Proceeds from sale of property and equipment		
Distributions from New Hampshire Charitable Foundation	29,584	28,134
Insurance proceeds	25,813	
Insured damages	(26,813)	
Redemption of investments		62,055
Purchases of investments	(692)	
Purchases of property and equipment	<u>(34,155)</u>	<u>(69,193)</u>
Net Cash Provided (Used) by Investing Activities	<u>(6,263)</u>	<u>20,996</u>
Cash Flows From Financing Activities:		
Payments on notes payable	<u>(15,360)</u>	<u>(14,984)</u>
Net Cash (Used) by Financing Activities	<u>(15,360)</u>	<u>(14,984)</u>
Net increase in cash and cash equivalents	92,023	960
Cash and cash equivalents, July 1	<u>135,711</u>	<u>134,751</u>
Cash and cash equivalents, June 30	<u>\$ 227,734</u>	<u>\$ 135,711</u>
Reconciliation of (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
(Decrease) in net assets	\$ (72,452)	\$ (72,727)
Adjustments to Reconcile (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	114,368	116,791
Change in Assets held by New Hampshire Charitable Foundation	29,465	(28,134)
Net loss on insurance claim	1,000	
Changes in operating assets and liabilities:		
(Increase) Decrease in accounts receivable	8,710	(9,017)
(Increase) Decrease in prepaid expenses	1,413	(897)
(Increase) in inventory	(191)	
Increase (Decrease) in accounts payable	17,359	(10,458)
Increase in accrued expenses	11,380	631
Increase in deferred revenue	1,868	
Increase (Decrease) in security deposit payable	<u>726</u>	<u>(1,241)</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 113,646</u>	<u>\$ (5,052)</u>

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, 2016 and 2015**

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

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015**

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, 2016 and 2015 was \$78,606 and \$69,665, 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 consists 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, 2016 and June 30, 2015. Interest income is reflected in the statements of activities.

At June 30, 2016 and 2015, the market value of investments consists of the following:

	<u>2016</u>	<u>2015</u>
Certificates of deposit	<u>\$ 105,415</u>	<u>\$ 104,723</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

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:

	<u>Years</u>
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, 2016 and 2015, 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.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

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. As of June 30, 2016, the tax years ending June 30, 2015, 2014 and 2013 remain subject to possible examination by major tax jurisdictions.

During the years ended June 30, 2016 and 2015, 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 in excess of federally insured limits for the Organization or its Affiliate at June 30, 2016 and 2015.

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.

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2016 and 2015**

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, 2016	
	<u>Level 1</u>
Certificates of Deposit	<u>\$ 105,416</u>

Assets at Fair Value as of June 30, 2015	
	<u>Level 1</u>
Certificates of Deposit	<u>\$ 104,723</u>

Investment Valuation and Income Recognition

The Organization and its Affiliate’s investments as of June 30, 2016 and June 30, 2015 are stated at fair value. Interest income is recorded on the accrual basis.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

NOTE 4--ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Town appropriations	\$ 43,500	\$ 43,500
Fees and grants from governmental agencies	22,037	27,505
Other	2,505	5,747
	<u>\$ 68,042</u>	<u>\$ 76,752</u>

NOTE 5--PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2016 and 2015 is as follows:

	<u>2016</u>	<u>2015</u>
<u>Organization</u>		
Land and land improvements	\$ 377,789	\$ 377,789
Building and building improvements	1,597,083	1,592,327
Equipment and vehicles	194,507	188,369
Furniture and fixtures	72,717	61,699
	<u>2,242,096</u>	<u>2,220,184</u>
Less accumulated depreciation	<u>(770,596)</u>	<u>(705,983)</u>
	<u>\$ 1,471,500</u>	<u>\$ 1,514,201</u>
	<u>2016</u>	<u>2015</u>
<u>Affiliate</u>		
Land and land improvements	\$ 328,600	\$ 328,600
Building and building improvements	1,319,462	1,310,402
Equipment and vehicles	32,460	32,460
Furniture and fixtures	101,867	98,684
	<u>1,782,389</u>	<u>1,770,146</u>
Less accumulated depreciation	<u>(418,307)</u>	<u>(368,552)</u>
	<u>\$ 1,364,082</u>	<u>\$ 1,401,594</u>
	<u>2016</u>	<u>2015</u>
<u>Consolidated</u>		
Land and land improvements	\$ 706,389	\$ 706,389
Building and building improvements	2,916,545	2,902,729
Equipment and vehicles	226,967	220,829
Furniture and fixtures	174,584	160,383
	<u>4,024,485</u>	<u>3,990,330</u>
Less accumulated depreciation	<u>(1,188,903)</u>	<u>(1,074,535)</u>
	<u>\$ 2,835,582</u>	<u>\$ 2,915,795</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

NOTE 6--ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Accrued salaries	\$ 7,737	\$ 3,155
Accrued earned time	20,026	13,228
	<u>\$ 27,763</u>	<u>\$ 16,383</u>

NOTE 7--DEFERRED INCOME

Deferred income of the following at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Unearned Town appropriations	\$ 37,500	\$ 37,500
Customer prepays	1,868	-
	<u>\$ 39,368</u>	<u>\$ 37,500</u>

NOTE 8--NOTES PAYABLE

At June 30, 2016 and 2015, notes payable consists of the following:

	<u>2016</u>	<u>2015</u>
\$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.	<u>\$ 166,442</u>	<u>\$ 181,802</u>

Following are the maturities of the notes payable as of June 30, 2015:

Year Ending <u>June 30,</u>	<u>Amount</u>
2017	\$ 16,075
2018	16,606
2019	17,153
2020	17,719
2021	18,226
Thereafter	82,663
	<u>\$ 168,442</u>

NOTE 9--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2016 and 2015:

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Capital repairs	\$ 5,365	\$ 5,365
Food bank	5,724	6,000
Flower/Lawn maintenance	1,080	1,140
Kitchen upgrades	643	-
	<u>\$ 12,812</u>	<u>\$ 12,505</u>

NOTE 10—CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2016 and 2015, the Organization received 37% (\$353,111) and 36% (\$347,252), 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 September 30, 2016. 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, 2016 and 2015 are as follows:

	<u>2016</u>	<u>2015</u>
Balance at July 1	\$ 769,008	\$ 789,180
Dividend income	5,535	6,331
Realized gain (loss) on investments	(2,297)	28,752
Unrealized gain (loss) on investments	(26,153)	(20,697)
	(22,915)	14,386
Investment fees and expenses	6,550	6,424
Total Return - net of investment fees	(29,465)	7,962
Distributions	(29,584)	(28,134)
Balance at June 30	<u>\$ 709,959</u>	<u>\$ 769,008</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2016 and 2015

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 \$20,000 and \$17,100 for the years ended June 30, 2016 and 2015, 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 20, 2016, 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, 2016**

	<u>Gibson Center for Senior Services, Inc.</u>	<u>Silver Lake Senior Housing Corporation</u>	<u>Eliminations</u>	<u>Consolidated Totals</u>
ASSETS				
Cash and cash equivalents	\$ 151,367	\$ 76,367		\$ 227,734
Investments	105,415			105,415
Accounts receivable	68,042			68,042
Prepaid expenses	17,468	20,355		37,823
Inventory		2,397		2,397
Investment in affiliate	1,485,458		\$ (1,485,458)	-
Deposits	500			500
Property and equipment, net New Hampshire Charitable Foundation Restricted Fund	1,471,500	1,364,082		2,835,582
	<u>709,959</u>			<u>709,959</u>
TOTAL ASSETS	<u>\$ 4,009,709</u>	<u>\$ 1,463,201</u>	<u>\$ (1,485,458)</u>	<u>\$ 3,987,452</u>
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	\$ 11,612	\$ 8,961		\$ 20,573
Accrued expenses	27,763			27,763
Deferred income	39,368			39,368
Security deposit payable		10,903		10,903
Mortgage note payable		166,442		166,442
TOTAL LIABILITIES	<u>78,743</u>	<u>186,306</u>	<u>\$ -</u>	<u>265,049</u>
NET ASSETS:				
Unrestricted:				
Undesignated	3,101,773	1,276,895	(1,485,458)	2,893,210
Board restricted for capital acquisitions	816,381			816,381
Temporarily restricted	12,812			12,812
TOTAL NET ASSETS	<u>3,930,966</u>	<u>1,276,895</u>	<u>(1,485,458)</u>	<u>3,722,403</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,009,709</u>	<u>\$ 1,463,201</u>	<u>\$ (1,485,458)</u>	<u>\$ 3,987,452</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2015

	<u>Gibson Center for Senior Services, Inc.</u>	<u>Silver Lake Senior Housing Corporation</u>	<u>Eliminations</u>	<u>Consolidated Totals</u>
ASSETS				
Cash and cash equivalents	\$ 88,596	\$ 47,115		\$ 135,711
Investments	104,723			104,723
Accounts receivable	76,752			76,752
Prepaid expenses	16,075	23,161		39,236
Inventory		2,206		2,206
Investment in affiliate	1,485,458		\$ (1,485,458)	-
Deposits	500			500
Property and equipment, net	1,514,201	1,401,594		2,915,795
New Hampshire Charitable Foundation Restricted Fund	<u>769,008</u>			<u>769,008</u>
TOTAL ASSETS	<u>\$ 4,055,313</u>	<u>\$ 1,474,076</u>	<u>\$ (1,485,458)</u>	<u>\$ 4,043,931</u>
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	\$ 2,835	\$ 379		\$ 3,214
Accrued expenses	16,383			16,383
Deferred income	37,500			37,500
Security deposit payable		10,177		10,177
Mortgage note payable		<u>181,802</u>		<u>181,802</u>
TOTAL LIABILITIES	<u>56,718</u>	<u>192,358</u>	<u>\$ -</u>	<u>249,076</u>
NET ASSETS:				
Unrestricted:				
Undesignated	3,111,352	1,281,718	(1,485,458)	2,907,612
Board restricted for capital acquisitions	874,738			874,738
Temporarily restricted	<u>12,505</u>			<u>12,505</u>
TOTAL NET ASSETS	<u>3,998,595</u>	<u>1,281,718</u>	<u>(1,485,458)</u>	<u>3,794,855</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,055,313</u>	<u>\$ 1,474,076</u>	<u>\$ (1,485,458)</u>	<u>\$ 4,043,931</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2016

	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	\$ 353,111			\$ 353,111
Town appropriations	50,000			50,000
Contributions	206,338	\$ 3,600		209,938
Fund raising	156,243			156,243
Rental income	7,500	153,285		160,785
Interest and dividend income	6,452	383		6,835
Other income	66,818	5,153	\$ (20,000)	51,971
Net unrealized and realized (losses) on investments	(28,450)			(28,450)
TOTAL OPERATING REVENUES AND GAINS	<u>818,012</u>	<u>162,421</u>	<u>(20,000)</u>	<u>960,433</u>
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	12,793			12,793
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>12,793</u>	<u>-</u>	<u>-</u>	<u>12,793</u>
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	<u>830,805</u>	<u>162,421</u>	<u>(20,000)</u>	<u>973,226</u>
OPERATING EXPENSES:				
PROGRAM SERVICES:				
Nutrition	422,990			422,990
Transportation	107,416			107,416
Social and Educational	103,910			103,910
Total Program Services	<u>634,316</u>	<u>-</u>	<u>-</u>	<u>634,316</u>
SUPPORTING SERVICES:				
Management and general	122,353	167,244	(20,000)	269,597
Fund raising	141,072			141,072
Total Supporting Services	<u>263,425</u>	<u>167,244</u>	<u>(20,000)</u>	<u>410,669</u>
TOTAL OPERATING EXPENSES	<u>897,741</u>	<u>167,244</u>	<u>(20,000)</u>	<u>1,044,985</u>
(DECREASE) IN UNRESTRICTED NET ASSETS FROM OPERATIONS	<u>(66,936)</u>	<u>(4,823)</u>	<u>-</u>	<u>(71,759)</u>
OTHER CHANGES:				
Insurance claim proceeds	25,813			25,813
Insured damages	(26,813)			(26,813)
TOTAL OTHER CHANGES	<u>(1,000)</u>	<u>-</u>	<u>-</u>	<u>(1,000)</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(67,936)</u>	<u>(4,823)</u>	<u>-</u>	<u>(72,759)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	13,100			13,100
Net assets released from restrictions	(12,793)			(12,793)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>307</u>	<u>-</u>	<u>-</u>	<u>307</u>
(DECREASE) IN NET ASSETS	<u>(67,629)</u>	<u>(4,823)</u>	<u>-</u>	<u>(72,452)</u>
NET ASSETS, July 1	<u>3,998,595</u>	<u>1,281,718</u>	<u>(1,485,458)</u>	<u>3,794,855</u>
NET ASSETS, June 30	<u>\$ 3,930,966</u>	<u>\$ 1,276,895</u>	<u>\$ (1,485,458)</u>	<u>\$ 3,722,403</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2015

	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	\$ 347,795			\$ 347,795
Town appropriations	50,000			50,000
Contributions	213,982	\$ 3,600		217,582
Fund raising	117,257			117,257
Rental income	7,500	147,625		155,125
Interest and dividend income	6,993	163		7,156
Other income	60,348	4,505	\$ (17,100)	47,753
Net unrealized and realized gains on investments	8,055			8,055
TOTAL OPERATING REVENUES AND GAINS	<u>811,930</u>	<u>155,893</u>	<u>(17,100)</u>	<u>950,723</u>
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	12,230			12,230
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>12,230</u>	<u>-</u>	<u>-</u>	<u>12,230</u>
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	<u>824,160</u>	<u>155,893</u>	<u>(17,100)</u>	<u>962,953</u>
OPERATING EXPENSES:				
PROGRAM SERVICES:				
Nutrition	425,661			425,661
Transportation	107,652			107,652
Social and Educational	100,335			100,335
Total Program Services	<u>633,648</u>	<u>-</u>	<u>-</u>	<u>633,648</u>
SUPPORTING SERVICES:				
Management and general	118,537	181,064	(17,100)	282,501
Fund raising	133,744			133,744
Total Supporting Services	<u>252,281</u>	<u>181,064</u>	<u>(17,100)</u>	<u>416,245</u>
TOTAL OPERATING EXPENSES	<u>885,929</u>	<u>181,064</u>	<u>(17,100)</u>	<u>1,049,893</u>
(DECREASE) IN UNRESTRICTED NET ASSETS	<u>(61,769)</u>	<u>(25,171)</u>	<u>-</u>	<u>(86,940)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	6,271			6,271
Net assets released from restrictions	(12,230)			(12,230)
(DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(5,959)</u>	<u>-</u>	<u>-</u>	<u>(5,959)</u>
(DECREASE) IN NET ASSETS	<u>(67,728)</u>	<u>(25,171)</u>	<u>-</u>	<u>(92,899)</u>
NET ASSETS, July 1	<u>4,066,323</u>	<u>1,306,889</u>	<u>(1,485,458)</u>	<u>3,887,754</u>
NET ASSETS, June 30	<u>\$ 3,998,595</u>	<u>\$ 1,281,718</u>	<u>\$ (1,485,458)</u>	<u>\$ 3,794,855</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 221,663	\$ 58,078	\$ 55,930	\$ 335,671	\$ 28,681	\$ 83,233	\$ 111,914	\$ 447,585
Payroll taxes	16,462	4,282	4,029	24,773	1,666	6,108	7,774	32,547
Employee benefits	47,951	7,035	13,865	68,851	5,583	19,391	24,974	93,825
Total Salaries and Related Expenses	286,076	69,395	73,824	429,295	35,930	108,732	144,662	573,957
Food	62,767	-	-	62,767	-	-	-	62,767
Direct program expenses	13,907	587	26,998	41,492	197	14,168	14,365	55,857
Vehicle expenses	-	16,036	-	16,036	-	-	-	16,036
Travel	8,920	22	-	8,942	303	702	1,005	9,947
Conferences and training	270	99	-	369	-	-	-	369
Insurance	9,144	2,407	362	11,913	3,813	362	4,175	16,088
Telephone	744	300	262	1,306	1,341	281	1,622	2,928
Professional services	5,485	1,588	1,588	8,661	1,588	9,913	11,501	20,162
Postage	264	8	-	272	441	51	492	764
Office expenses	4,263	807	876	5,946	2,515	2,115	4,630	10,576
Public relations/communications	-	47	-	47	-	1,837	1,837	1,884
Special events	-	-	-	-	-	2,911	2,911	2,911
Utilities	14,956	3,040	-	17,996	4,868	-	4,868	22,864
Repairs and maintenance	16,194	3,701	-	19,895	9,573	-	9,573	29,468
Foundation and investment expenses	-	-	-	-	6,550	-	6,550	6,550
Total Expenses Before Depreciation	422,990	98,037	103,910	624,937	67,119	141,072	208,191	833,128
Depreciation expense	-	9,379	-	9,379	55,234	-	55,234	64,613
Total Expenses	\$ 422,990	\$ 107,416	\$ 103,910	\$ 634,316	\$ 122,353	\$ 141,072	\$ 263,425	\$ 897,741
	422,990	107,416	103,910		122,353	141,072		

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	642	-	642	642
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	11,248	-	11,248	11,248
Telephone	-	-	-	-	501	-	501	501
Professional services	-	-	-	-	4,429	-	4,429	4,429
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	497	-	497	497
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	32,952	-	32,952	32,952
Repairs and maintenance	-	-	-	-	26,788	-	26,788	26,788
Advertising	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	20,000	-	20,000	20,000
Interest expense	-	-	-	-	5,993	-	5,993	5,993
Payments in lieu of real estate taxes	-	-	-	-	14,439	-	14,439	14,439
Total Expenses Before Depreciation	-	-	-	-	117,489	-	117,489	117,489
Depreciation expense	-	-	-	-	49,755	-	49,755	49,755
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ 167,244	\$ -	\$ 167,244	\$ 167,244

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2016

Eliminations:

	Program Services			Total Program Services	Supporting Services		Total Supporting Services	Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising		
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	-	-	-	-	(20,000)	-	(20,000)	(20,000)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(20,000)	-	(20,000)	(20,000)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ (20,000)	\$ -	\$ (20,000)	\$ (20,000)

Consolidated Totals:

	Program Services			Total Program Services	Supporting Services		Total Supporting Services	Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising		
Salaries and wages	\$ 221,663	\$ 58,078	\$ 55,930	\$ 335,671	\$ 28,681	\$ 83,233	\$ 111,914	\$ 447,585
Payroll taxes	16,462	4,282	4,029	24,773	1,666	6,108	7,774	32,547
Employee benefits	47,951	7,035	13,865	68,851	5,583	19,391	24,974	93,825
Total Salaries and Related Expenses	286,076	69,395	73,824	429,295	35,930	108,732	144,662	573,957
Food	62,767	-	-	62,767	-	-	-	62,767
Direct program expenses	13,907	587	26,998	41,492	197	14,168	14,365	55,857
Vehicle expense	-	16,036	-	16,036	-	-	-	16,036
Travel	8,920	22	-	8,942	945	702	1,647	10,589
Conferences and training	270	99	-	369	-	-	-	369
Insurance	9,144	2,407	362	11,913	15,061	362	15,423	27,336
Telephone	744	300	262	1,306	1,842	281	2,123	3,429
Professional services	5,485	1,588	1,588	8,661	6,017	9,913	15,930	24,591
Postage	264	8	-	272	441	51	492	764
Office expenses	4,263	807	876	5,946	3,012	2,115	5,127	11,073
Public relations/communications	-	47	-	47	-	1,837	1,837	1,884
Special events	-	-	-	-	-	2,911	2,911	2,911
Utilities	14,956	3,040	-	17,996	37,820	-	37,820	55,816
Repairs and maintenance	16,194	3,701	-	19,895	36,361	-	36,361	56,256
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	6,550	-	6,550	6,550
Interest expense	-	-	-	-	5,993	-	5,993	5,993
Payments in lieu of real estate taxes	-	-	-	-	14,439	-	14,439	14,439
Total Expenses Before Depreciation	422,990	98,037	103,910	624,937	164,608	141,072	305,680	930,617
Depreciation expense	-	9,379	-	9,379	104,989	-	104,989	114,368
Total Expenses	\$ 422,990	\$ 107,416	\$ 103,910	\$ 634,316	\$ 269,597	\$ 141,072	\$ 410,669	\$ 1,044,985

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 217,307	\$ 56,857	\$ 54,213	\$ 328,377	\$ 20,203	\$ 78,872	\$ 99,075	\$ 427,452
Payroll taxes	15,191	3,988	3,748	22,927	1,537	5,507	7,044	29,971
Employee benefits	38,535	4,577	11,787	54,899	6,792	16,255	23,047	77,946
Total Salaries and Related Expenses	271,033	65,422	69,748	406,203	28,532	100,634	129,166	535,369
Food	67,790	-	-	67,790	-	-	-	67,790
Direct program expenses	16,521	905	27,736	45,162	180	16,836	17,016	62,178
Vehicle expenses	-	15,968	-	15,968	-	-	-	15,968
Travel	8,892	67	-	8,959	275	446	721	9,680
Conferences and training	662	429	-	1,091	25	-	25	1,116
Insurance	9,027	2,377	362	11,766	3,684	362	4,046	15,812
Telephone	591	222	222	1,035	222	222	444	1,479
Professional services	5,168	1,548	1,548	8,264	1,548	9,948	11,496	19,760
Postage	336	-	-	336	383	275	658	994
Office expenses	3,624	739	719	5,082	1,189	1,938	3,127	8,209
Public relations/communications	281	98	-	379	-	126	126	505
Special events	-	-	-	-	-	2,957	2,957	2,957
Utilities	21,044	4,847	-	25,891	7,439	-	7,439	33,330
Repairs and maintenance	20,692	4,829	-	25,521	12,401	-	12,401	37,922
Foundation and investment expenses	-	-	-	-	6,424	-	6,424	6,424
Total Expenses Before Depreciation	425,661	97,451	100,335	623,447	62,302	133,744	196,046	819,493
Depreciation expense	-	10,201	-	10,201	56,235	-	56,235	66,436
Total Expenses	\$ 425,661	\$ 107,652	\$ 100,335	\$ 633,648	\$ 118,537	\$ 133,744	\$ 252,281	\$ 885,929

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	641	-	641	641
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	11,102	-	11,102	11,102
Telephone	-	-	-	-	526	-	526	526
Professional services	-	-	-	-	4,730	-	4,730	4,730
Postage	-	-	-	-	98	-	98	98
Office expenses	-	-	-	-	620	-	620	620
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	41,731	-	41,731	41,731
Repairs and maintenance	-	-	-	-	34,166	-	34,166	34,166
Advertising	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	17,100	-	17,100	17,100
Interest expense	-	-	-	-	6,256	-	6,256	6,256
Payments in lieu of real estate taxes	-	-	-	-	13,739	-	13,739	13,739
Total Expenses Before Depreciation	-	-	-	-	130,709	-	130,709	130,709
Depreciation expense	-	-	-	-	50,355	-	50,355	50,355
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ 181,064	\$ -	\$ 181,064	\$ 181,064

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2016

	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	\$ 633,127			\$ 633,127
Interest income received	917			917
Other income received	210,561	\$ 163,147		373,708
Management fees received from affiliate	20,000		\$ (20,000)	-
Cash paid to employees	(436,467)			(436,467)
Cash paid to suppliers	(371,347)	(65,860)		(437,207)
Payments in lieu of tax		(14,439)		(14,439)
Interest paid		(5,993)		(5,993)
Cash paid for management fees to affiliate		(20,000)	20,000	-
Net Cash Provided by Operating Activities	<u>56,791</u>	<u>56,855</u>	<u>-</u>	<u>113,646</u>
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	29,584			29,584
Insurance proceeds	25,813			25,813
Insured damages	(26,813)			(26,813)
Purchase of investments	(692)			(692)
Purchases of property and equipment	(21,912)	(12,243)		(34,155)
Net Cash Provided (Used) by Investing Activities	<u>5,980</u>	<u>(12,243)</u>	<u>-</u>	<u>(6,263)</u>
Cash Flows From Financing Activities:				
Payments on notes payable		(15,360)		(15,360)
Net Cash (Used) by Financing Activities	<u>-</u>	<u>(15,360)</u>	<u>-</u>	<u>(15,360)</u>
Net increase in cash and cash equivalents	62,771	29,252	-	92,023
Cash and cash equivalents, July 1	<u>88,596</u>	<u>47,115</u>	<u>-</u>	<u>135,711</u>
Cash and cash equivalents, June 30	<u>\$ 151,367</u>	<u>\$ 76,367</u>	<u>\$ -</u>	<u>\$ 227,734</u>
Reconciliation of (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
(Decrease) in net assets	\$ (67,629)	\$ (4,823)		\$ (72,452)
Adjustments to Reconcile (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
Depreciation	64,613	49,755		114,368
Change in assets held by New Hampshire Charitable Foundation	29,465			29,465
Net loss on insurance claim	1,000			1,000
Decrease in accounts receivable	8,710			8,710
(Increase) Decrease in prepaid expenses	(1,393)	2,806		1,413
(Increase) in inventory		(191)		(191)
Increase in accounts payable	8,777	8,582		17,359
Increase in accrued expenses	11,380			11,380
Increase in deferred revenue	1,868			1,868
Increase in security deposit payable		726		726
Net Cash Provided by Operating Activities	<u>\$ 56,791</u>	<u>\$ 56,855</u>	<u>\$ -</u>	<u>\$ 113,646</u>

Gibson Center for Senior Services, Inc. - BEAS Contract Current Board of Directors List

Carolyn	Brown
Barbara	Campbell
Kyler	Drew
Deborah	Fauver
George	Fredette
Barbara	Holmes
Marianne	Jackson
MaryLee	Johnson
Joan	Kenney
Charles	Macomber
Fay	Reilly
Cathy	Ryan
William	Sanborn
Linda	Sorensen
Jim	Umberger
Ted	Wroblewski

Barbara M. Ray

Hired
8/13/2000

EDUCATION

Winter, 1999 A.I.B. - Berlin City Bank. Conway, NH
Introduction to Lending

Winter, 1994 SCHOOL FOR LIFELONG LEARNING. Conway, NH
Introduction to Accounting
Spring, 1987 Methods in Reading
Fall, 1981 Financial Accounting

BOSTON STATE COLLEGE. Boston, MA
Research and Evaluation
Methods of Social Studies (Graduate Level)

ANNA MARIA COLLEGE. Paxton, MA
Bachelor of Arts - Elementary Education

EXPERIENCE

Dec, 1998
to Present *1/2* BERLIN CITY BANK. Conway, NH
Head Teller. Supervise branch teller line & daily cash control; prepare currency shipment; order cash as needed; maintain cash supply for each teller, prove tellers' work daily & assist with balancing as needed; prepare CTRs, do monthly audits - tellers, ATM, travelers checks, check supply; provide back-up assistance to CSR, run teller window.

Nov, 1995
to Dec, 1998 *3* WHITE MOUNTAIN OIL & PROPANE. North Conway, NH
Admin. Assistant to Sales Dept. Type proposals for sales staff & invoices for appliance sales; prepare monthly report for Director's Meeting; maintain appliance inventory; balance daily cash drawer & accept payments; assist customers; general typing & correspondence (Microsoft-Windows 95 & Excel); filing; handling incoming sales calls.

July, 1981
to Nov, 1995 *1/4* NORTH CONWAY BANK (Bank of NH). North Conway, NH
Float Supervisor/ Teller Trainer. Provide coverage at six offices for Managers, Assistant Managers and CSRs; teach teller training classes for new employees; coordinate and teach in-house seminars; provide back-up for Operations Officer.

Comm. Loan Processing Coordinator. Prepare loan documents; process new loan documentation; coordinate closings; general typing & correspondence; filing; preparing reports for Director's meeting; handling phone calls & customers.

Head Teller. Supervise Main Office teller line; daily bank settlement; foreign collections, balance M/O vault; coordinate maintenance calls on teller equipment.

Admin. Assistant to Treasurer. Balancing general ledger on deposit side; wire transfers, foreign drafts/ currency; collections; correspondence, typing, filing.

Customer Service Representative. Providing customers with information on all available bank services; opening new accounts including certificates, money markets, IRAs, checking & savings.

Savings Supervisor. Providing customers with information on available savings instruments; opening CDs, repurchase agreements & money market accounts; weekly renewals of CDs; handling weekly rate changes on CDs; programming new accounts; maintenance on accounts.

Teller/Teller Trainer. Responsible for training new tellers in operating on-line teller terminals; daily balancing of cash drawer, using CRT terminals; night deposits; general procedures in dealing with customers.

REFERENCES

Yvette Levesque
Glen, NH 03838
[REDACTED]

Scott S. Saunders
White Mt. Oil & Propane
[REDACTED]

Curt Burke
Burke & Sons
[REDACTED]

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FRANCINE LAMPIDIS



OBJECTIVE: To take a leadership position in managing, developing and enhancing services and programs for the senior community.

Profile:

- Twenty years of social service experience of which eighteen were related to seniors
- Effective trainer and presenter
- Team player with proven leadership skills
- Excellent writing and oral communication skills
- Distinguished record of achievement in community service
- Public relations experience at local and state level

Education:

- Bachelor of Arts, College of New Rochelle, New Rochelle, New York. 1965
Major in English
Minor in Education

Human Services Employment:

Director of Senior Nutrition Program

- Supervised the serving of over half a million meals to approximately seven hundred people a year
- Introduced weekend, emergency meals and pantry meals
- Established the Madison Meal Site in 1987
- Managed the "Ending Hunger Campaign" from 1987- 1993 increasing donations and awareness of hunger among the elderly
- Researched and prepared reports and statistics for two Long Range Planning Projects
- Acted as a liaison to associations, advisory councils and the public through speaking engagements, radio/TV spots, and memberships
- Developed, supported, and advocated for legislative initiatives for senior services
- Performed outreach and case management for elderly citizens and their families
- Recruited, trained and supervised hundreds of volunteers, saving thousands of dollars each year for the Meals on Wheels Program
- Wrote grants to introduce programs and obtain funds for the Nutrition Program
- Facilitated the Growing Wiser Program for the past five years
- Supervised the food service and nutrition office staff

General Employment History:

- 1984 – present: -- Nutrition Director at Gibson Center for Senior Services
- 1983-1984 -- Fuel Assistance Outreach Representative for CAP
- 1980-1983—Elementary Teacher--Texas
- 1979 - 1980 – Nutrition Director of Senior Meals
- 1977- 1979 – Northern Coordinator for RSVP
- 1965 -1977 – Elementary Teacher- New York, Pennsylvania, New Hampshire

Awards:

1995 Woman of Achievement, Business and Professional Women's Organization
1994 Gibson Center for Senior Services, Inc., Employee of the Year

References available upon request

George M. Cleveland

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)

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Jill V. Reynolds

Education:

Kennett High School, Conway NH College Prep classes

Band, Cross Country running and skiing, Track, AFT, Yearbook Editor, Drama, National Honor Society, National Merit Scholar, Balfour Science Award, Biology Award

University of New Hampshire, Durham NH BS Family and Consumer Studies

Dorm Treasure, Class Representative, Students for Recycling, Youth Group Leader, Protestant Student Gathering, Drop In Center volunteer, Special Olympic Volunteer, Nursing Home Volunteer

Berlin Vocational Tech, Berlin NH Associates Degree, Residential Specialist

Manchester Vocational Tech, Manchester NH, Activity Director Course

Employment History

Conway Scenic Railroad, North Conway, NH

Supervisors: Dwight and Gee Smith

Summer Vacations from school: Gift Shop, Tickets, and Grounds Crew

White Mountain National Forest, Saco District, Conway, NH

Supervisors: Charlie Birch, Dave Pratt, and Ann Croto

Summers and Seasonal: Youth Conservation Corps, YCC Leader; Trail Crew, Informational Specialist, Russell Colbath Interpretive Center

Center of Hope, Conway NH (Now Northern New Hampshire Humans Services)

Supervisors: Elizabeth DeBenedictus, Todd VanDerSchaff, and Linda King

House Manager: Ran a group home for 8, Supervised Assistant and Relief Staff

Care Plans written and implemented

Planned all social activities and ADL's (activities of daily living)

Specialized Home Care Provider: Provided care in my home for 3 men, 24/7

Care Plans written and implemented

Planned all social activities including week long vacations out of state

Day Hab: provided work training for 8-10 Clients, worked with other staff

Supported Apartment Staff: Provided necessary training and support for 8 people living in the community.

Special Olympic Coach: A volunteer role I created where we trained for the Special Olympics year round, Track & Field; Skiing, Basketball, Bowling.

SunBridge Care & Rehabilitation for North Conway, N. Conway, NH (now Mineral Springs Care & Rehab)

Supervisor: Barbara White, Beverly Holmes

Activities Coordinator 8 Assisted Living residents, 15-20 Skilled, 70-72 ICF residents

- Plan Activity Calendar by the month (8-12 activities per day)
- Supervise, hire, and train 3 staff
- Volunteer Coordinator, recruit, train, and schedule 75-150 volunteers
- Plan all trips: drive the 28-passenger bus (CDL, passenger endorsement)
- Coordinate Religious Services
- Meet all OSHA, Medicare, and Medicaid regulations
- Care Plans: perform all assessments, write RAPS, write and implement Care Plan, all required documentation, as well as attending weekly care plan meetings with resident, family, and staff.
- Attempt to meet the Psycho/Social, religious, physical, cognitive, employment needs of 95 residents
- Department Head: attend required meetings, work with peers.
- Publish monthly newsletters for residents and family members
- Special Olympic Coach. Trained 2 men to participate in chosen sports, Track & Field, Basketball
- Organize the Memory Walk for the Mount Washington Valley, (13 years) {Alzheimer's Association}
- Organize fundraisers for the Activity Department (Craft Fairs, Yard Sales, Bake Sales.)

The Gibson Center for Senior Services; North Conway, NH

Supervisors: George Cleveland, Ken Kaslow

Program Coordinator

- Plan and implement programs for the Gibson Center and Silver Lake Landing
- Coordinate Volunteers and Paid Instructors to implement programs
- Schedule the Calendar of Events and Room Calendar for the Gibson Center
- Plan and Implement trips; days evenings, over nights, abroad
- Public Service Announcements to newspapers, radio, and TV for Gibson Center events
- Maintain Attendance records, and prepare Monthly and Annual Reports.
- Open daily mail, stamp and photocopy incoming checks.
- Maintain the Gibson Center Web Page (Photo Album, Calendar, update postings)
- While the Programs Department is a one-person department, the Coordinator works with staff in all other departments to coordinate schedules, programs, and help each other.
- Newsletter, 6 times a year, with weekly written updates for participants.
- Facilitate introductory meetings with seniors, families and caregivers seeking services.
- Maintain a safe working environment; report problems/dangers/accidents.
- Assist other departments to cover their vacation and sick days

Interests Out Side of Work

Organizations:

Conway Village Church: Moderator, Choir, Out Reach; Cabinet; CVCC in the Future, Former: Diaconate, Sunday School & Youth Group Leader, Family Life Committee, Search Committee.

Tres Dias / Kairos: a three-day teaching program for living a Christ Like Life. Kairos takes this behind the Prison Walls

Tin Mountain: Outdoors education, activities. I bake cookies for them as well

Hospice Volunteer

AMC member

Mount Washington Valley Choral Society

Dinner Bell volunteer as a singer, use to cook for them.

Believe in Books Literacy, volunteer

Habitat for Humanity, Fundraising, PR Family Support, Women Build chair

Scribner's Mill Historic Preservation Society,

Hobbies:

Out Door Activities: Hiking, skiing, canoeing, camping, bird watching, rock hounding, snowshoeing

Cooking: Creating big pots of soup, Baking cookies, cakes and bread

Crafts: Painting, tatting, weaving, drawing, photography, journaling

Travel: Hold a valid US Passport

USA: Midwest, New England, Florida, Rocky Mountains, San Francisco, and East Coast

Foreign: Canada, Mexico, England, Switzerland, Paris, Germany, and Austria

Reading

Games: Board and Card

Music: Listening, singing, play guitar

Dancing: Ball Room, Square Dancing, and ZUMBA

History: Conway Historical Society, NH Historical Society.

Certification

CDL with Passenger endorsement

Justice of the Peace

Personal and Professional Goal

I enjoy working with people and strive to make the Mount Washington Valley and beyond, a better place for all involved. I am happy to be working and volunteering in areas that allow me to build upon and expand my expertise, and serve others.

February 13, 2009, Jill V. Reynolds. Program Coordinator, Gibson Center

KAREN JAMES

PROFESSIONAL EXPERIENCE

Gibson Center for Senior Services, Inc PO Box 655 North Conway, NH 1/96 - Present

Fundraising/Special Events Coordinator:

- Recruits and supervises volunteers and community service workers in coordination with department heads.
- Manages Thrift Shop and recruits volunteers
- Production and mailing off bi-monthly Newsletter and special mailings
- Plan, set-up, staff and track results, and maintain files of fundraising events, also associated with events correspondence, file maintenance, PSA's and stewardship
- Plan, implement, follow up and stewardship of Annual Appeal with Executive Director

Carroll County Transportation Alliance

Transportation Coordinator Assistant: 11/96-6/97

- Maintain records and assist with needed reports
- Assist in compiling data about transportation services for a computer database
- Assist in maintaining the Carroll County Transportation Alliance office
- Coordinated transportation scheduling, dispatch and logs and referred inquiries
- Assist in developing appropriate Consumer/Public Information Systems for collateral materials and advertising

EDUCATION

Ball State University
Muncie, Indiana
BS Social Work Major

1977 to 1981

Counseling Psychology Minor

REFERENCES UPON REQUEST

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.

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)

Gibson Center for Senior Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
George Cleveland	Executive Director	65,865	30 %	35,174
Kenneth Kaslow	Administration Director	64,343	40 %	45,815

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-15)

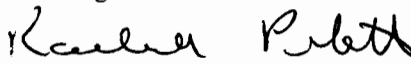
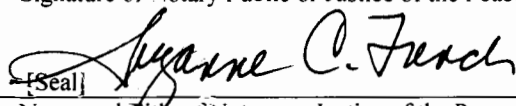
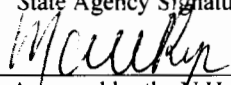
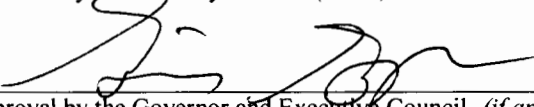
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		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 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 		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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials PC
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.



Exhibit A

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- 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.



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- 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



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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.



Exhibit A

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- 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.



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- 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.



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- 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



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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.



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- 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;



Exhibit A

5.1.3.2.3. The nature of the transportation devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



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:

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

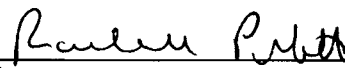
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

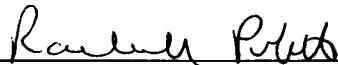
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (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:

12-1-16
Date


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.

Exhibit G

Contractor Initials

BP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Randall Pilotte

Title: Finance Director, Interim Chief Financial Officer

12-1-16

Date

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

12.1.16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
Tri-County Community Action Program, Inc.

12-1-16
Date

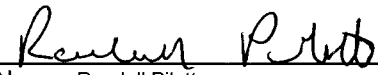

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>_____ The State</p> <p><u>Maureen Ryan</u> Signature of Authorized Representative</p> <p><u>Maureen Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>12/7/16</u> Date</p>	<p>Tri-County Community Action Program, Inc. _____ Name of the Contractor</p> <p><u>Randall Pilotte</u> Signature of Authorized Representative</p> <p><u>Randall Pilotte</u> Name of Authorized Representative</p> <p><u>Finance Director/Interim Chief Financial Officer</u> Title of Authorized Representative</p> <p><u>12-1-16</u> Date</p>
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**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.

Name: Randall Pilotte

Title: Finance Director, Interim Chief Financial Officer

12-1-16

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: 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?

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 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 formed May 18, 1965. 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 7th day of April A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570		CONTACT NAME Karen Shaughnessy PHONE (603) 669-3218 FAX (603) 645-4331 E-MAIL ADDRESS kshaughnessy@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A Philadelphia Ins Co	
		INSURER B AmGuard Ins Co 42390	
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES	CERTIFICATE NUMBER:16-17 All lines	REVISION NUMBER:
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1521023	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> 1.00					
	OTHER					
	AUTOMOBILE LIABILITY					
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	PHPK1521031	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
A	<input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		PHUB548500	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS HERE	Y/N Y N/A	TRWC783275 (3a) NH K. Matthews R. Urban & N. Hatch excluded	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1521023	7/1/2016	7/1/2017	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of NH- DHHS 129 Pleasant Street Concord, NH 03301	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

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 8-23-16:
(Date)

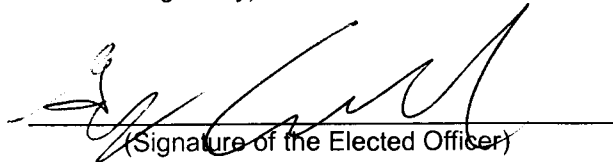
RESOLVED: That the Finance Director/Interim Chief Financial Officer.
(Title of Contract Signatory)

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 1st day of December, 2016.
(Date Contract Signed)

4. Randall Pilotte is the duly elected Finance Director/Interim Chief Finance Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



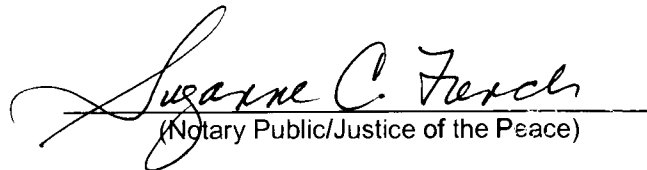
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 1st day of December, 2016,

By Gary Coulombe.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

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.

Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30 2015
AND
INDEPENDENT AUDITORS' REPORT**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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 statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the year 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 financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, 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 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 December 10, 2015, 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 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

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

CURRENT ASSETS

Cash	\$ 488,950
Accounts receivable	1,014,274
Pledges receivable	247,754
Inventories	116,150
Prepaid expenses	<u>30,678</u>

Total current assets 1,897,806

PROPERTY

Property, plant, and equipment	13,468,105
Less accumulated depreciation	<u>(4,588,525)</u>

Property, net 8,879,580

OTHER ASSETS

Restricted cash	540,395
Building refinance costs, net	<u>15,365</u>

Total other assets 555,760

TOTAL ASSETS \$ 11,333,146

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Demand note payable	\$ 700,252
Current portion of long term debt	271,685
Accounts payable	671,782
Accrued compensated absences	332,024
Accrued salaries	134,822
Accrued expenses	107,474
Refundable advances	191,343
Other liabilities	<u>280,474</u>

Total current liabilities 2,689,856

LONG TERM DEBT

Long term debt, net of current portion	5,938,456
Interest rate swap at fair value	<u>7,385</u>

Total liabilities 8,635,697

NET ASSETS

Unrestricted	1,951,539
Temporarily restricted	<u>745,910</u>

Total net assets 2,697,449

TOTAL LIABILITIES AND NET ASSETS \$ 11,333,146

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT			
Grant and contracts	\$ 13,563,675	\$ 267,197	\$ 13,830,872
Program funding	1,600,750	102,424	1,703,174
Utility programs	916,957	-	916,957
In-kind contributions	252,489	-	252,489
Contributions	116,342	20,841	137,183
Fundraising	43,415	-	43,415
Rental income	824,332	-	824,332
Interest income	485	-	485
Gain on disposal	16,560	-	16,560
Other revenue	91,349	-	91,349
	<hr/>	<hr/>	<hr/>
Total revenues and other support	17,426,354	390,462	17,816,816
NET ASSETS RELEASED FROM RESTRICTIONS	<hr/>	<hr/>	<hr/>
	307,765	(307,765)	-
	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	17,734,119	82,697	17,816,816
FUNCTIONAL EXPENSES			
Program Services:			
Agency Fund	883,748	-	883,748
Head Start	2,289,054	-	2,289,054
Guardianship	767,955	-	767,955
Transportation	985,004	-	985,004
Volunteer	87,521	-	87,521
Workforce Development	449,251	-	449,251
Alcohol and Other Drugs	989,422	-	989,422
Carroll County Dental	496,634	-	496,634
Carroll County Restorative Justice	95,727	-	95,727
Support Center	249,099	-	249,099
Homeless	442,493	-	442,493
Energy and Community Development	7,433,283	-	7,433,283
Elder	1,088,328	-	1,088,328
Housing Services	172,157	-	172,157
	<hr/>	<hr/>	<hr/>
Total program services	16,429,676	-	16,429,676
Supporting Activities:			
General and administrative	1,154,866	-	1,154,866
Fundraising	4,498	-	4,498
	<hr/>	<hr/>	<hr/>
Total supporting activities	1,159,364	-	1,159,364
	<hr/>	<hr/>	<hr/>
Total functional expenses	17,589,040	-	17,589,040
CHANGES IN NET ASSETS FROM OPERATIONS	<hr/>	<hr/>	<hr/>
	145,079	82,697	227,776
OTHER INCOME			
Gain on interest rate swap	42,327	-	42,327
	<hr/>	<hr/>	<hr/>
TOTAL CHANGES IN NET ASSETS	187,406	82,697	270,103
NET ASSETS, BEGINNING OF YEAR	<hr/>	<hr/>	<hr/>
	1,764,133	663,213	2,427,346
NET ASSETS, END OF YEAR	<hr/>	<hr/>	<hr/>
	\$ 1,951,539	\$ 745,910	\$ 2,697,449

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	483,149
Gain on disposal of property	(16,560)
Gain on interest rate swap	(42,327)
Decrease (increase) in assets:	
Restricted cash	225,470
Accounts receivable	(180,597)
Pledges receivable	(247,754)
Inventories	(50,111)
Prepaid expenses	(3,392)
Other assets	818
Increase (decrease) in liabilities:	
Accounts payable	16,947
Accrued compensated absences	54,245
Accrued salaries	23,336
Accrued expenses	(8,588)
Refundable advances	(33,228)
Other liabilities	(125,119)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>366,392</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from disposal of property	57,159
Purchase of property and equipment	(286,141)
NET CASH USED IN INVESTING ACTIVITIES	<u>(228,982)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net advance of demand note payable	199,201
Proceeds from long-term debt	13,089
Repayment of long-term debt	(239,753)
NET CASH USED IN FINANCING ACTIVITIES	<u>(27,463)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	109,947
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>379,003</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 488,950</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest	<u>\$ 233,577</u>

See Notes to Consolidated Financial Statements

THE COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATES
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2013

	Admin. Exp.	Head Start	Rehabilitative	Language Arts	Volunteer	Workforce Development	Alcoholism Opp. Dev.	Carroll County	Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Distribution	Total	
Direct Expenses																			
Payroll	71,025	1,082,892	604,094	464,848	80,450	748,876	677,896	284,190	14,968	150,077	289,384	1,148,183	444,838	17,214	5,206,489	654,113	\$	6,014,580	
Payroll taxes and benefits	15,844	284,373	127,590	78,730	15,740	84,708	151,187	59,423	13,410	36,134	42,270	310,695	103,556	1,087	1,332,194	157,324	\$	1,491,482	
Contributions to clients	818	90	-	-	-	7,481	118	-	-	1,087	17,472	5,303,742	740	-	6,331,344	-	\$	6,331,344	
Supplies and materials	12,554	24,210	4,728	17,420	1,642	245	19,243	14,883	1,715	3,000	13,906	14,927	48,080	-	174,189	30,030	\$	203,219	
Office supplies	14,222	17,170	1,427	13,467	1,548	245	10,420	6,854	725	1,046	1,146	1,146	89,317	30	447,246	177,250	\$	624,500	
Software costs and copies	4,944	171,271	33,546	13,262	5,211	98,971	10,517	20,252	20,252	648	1,346	1,346	89,317	-	447,246	177,250	\$	624,500	
Consumables and supplies	4,331	289,438	116,810	18,809	1,075	4,991	72,517	32,479	20,252	6,122	5,330	289,438	207,884	1,274	1,023,219	16,108	\$	1,039,387	
Maintenance of equipment and real estate	88,200	38,860	10,770	8,422	1,051	200	10,820	1,187	1,099	8,242	3,284	24,752	4,166	27,846	199,374	16	\$	199,390	
Deeding and grants administration	175,213	23,094	16,078	10,281	742	7,500	46,244	8,796	1,099	20,422	20,748	34,178	31,287	28,813	418,774	6,359	\$	425,133	
Travel	2,288	98,230	28,418	33,723	1,071	11,152	12,887	1,241	1,688	5,337	14,211	13,202	31,300	1,724	234,410	15,981	\$	250,391	
Travel cost recovery	503	-	-	148,827	1,071	-	7,059	87	1,688	5,337	2,917	41,488	-	-	254,410	15,981	\$	270,391	
Utilities	114,656	26,347	1,187	148,827	787	6,423	21,858	2,288	87	6,423	9,115	44,883	-	16,441	246,709	4,316	\$	251,025	
Interest expense	183,045	48	-	433	29	6,208	9,983	40,688	-	24	1,128	6,208	-	-	248,573	2,727	\$	251,300	
Other direct program costs	13,721	13,982	8,123	8,123	289	-	2,014	-	-	70	3,130	(10,880)	5,258	14,009	14,494	8,610	\$	10,008	
Overhead and distribution expenses	81,079	4,236	-	110,291	-	-	23,238	42,216	-	10,215	1,134	53,777	22,470	81,266	252,489	-	\$	404,765	
Total Direct Expenses	843,748	2,289,054	767,365	888,064	87,231	449,231	989,422	498,624	85,127	240,049	442,493	7,433,283	1,088,328	172,157	16,428,676	1,154,806	\$	17,583,482	
Indirect Expenses																			
Depreciation	14,622	536,481	63,827	89,881	9,929	41,328	11,258	53,112	8,861	28,251	47,322	333,202	112,441	-	1,164,262	-	\$	1,164,262	
Total Direct & Indirect Expenses	\$ 858,370	\$ 2,845,535	\$ 831,192	\$ 977,945	\$ 97,160	\$ 490,559	\$ 1,000,680	\$ 551,736	\$ 94,008	\$ 277,050	\$ 489,815	\$ 7,766,485	\$ 1,200,769	\$ 172,157	\$ 17,594,938	\$ 1,154,806	\$	\$ 18,749,744	

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The 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 our 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 serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

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.

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 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 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 50,000 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 family (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.

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.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

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 and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

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 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, and a significant portion of their rental income is received from the Department of Housing and Urban Development. 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 the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

Method of accounting

The 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, 2015. The Organization had temporarily restricted net assets of \$745,910 at June 30, 2015.

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.

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, 2015.

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.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

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 upon 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 and participants in the alcohol and other drug treatment programs. 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 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 \$191,343 as of June 30, 2015.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization of 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 is no longer subject to examinations by tax authorities for years prior to 2011.

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.

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.

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, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

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 the 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, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of \$247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation 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 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 program 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 the 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 supplemental statements of functional expenses.

Other Occupancy expense: expenses are applicable to assets which are used by multiple programs, primarily buildings are 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 supplemental 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, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

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 year ended June 30, 2015 was \$18,009.

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, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2015, there was approximately \$395,443 of deposits held in excess of the FDIC limit. 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 \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. 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, 2015 was \$11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement 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 \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was \$186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement 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 withdrawal at June 30, 2015 was \$276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was \$271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is 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, 2015 was \$70,992.

NOTE 3. INVENTORY

In 2015, inventory included weatherization materials which have 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, 2015, consists of weatherization materials totaling \$116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2015:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<u>\$13,468,105</u>	<u>\$ 4,588,525</u>	<u>\$ 8,879,580</u>

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 year ended June 30, 2015 was \$482,262.

The Organization also had building refinancing costs of \$17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$332,024.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2015 consisted of the following:

Note payable with the USDA requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. \$ 133,110

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. 174,527

Note payable with the USDA requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. 33,651

Note payable with the USDA requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. 9,061

Note payable with a bank requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	2,820
Note payable with a bank requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	444,989
Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.	12,578
Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.	120,147
Bond payable with a bank requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.	2,948,780
Note payable with a bank requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.	462,878
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.

	<u>250,000</u>
	6,210,141
Less current portion due within one year	<u>(271,685)</u>
Total long term debt	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2015 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2016	\$ 271,685
2017	142,297
2018	541,085
2019	129,965
2020	135,963
Thereafter	<u>4,989,146</u>
	<u>\$ 6,210,141</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six 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. The balance in this account as of June 30, 2015 was \$11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling \$38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2016	\$ 4,828
2017	5,809
2018	6,138
2019	6,485
2020	6,852
Thereafter	<u>8,172</u>
	<u>\$ 38,284</u>

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with 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 4.25% per annum, and totaled \$400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled \$256,698, which included accrued interest of \$5,860.

NOTE 8. LEASES

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 year ended June 30, 2015, the annual rent expense for leased facilities was \$180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

Years ending <u>June 30</u>	<u>Amount</u>
2016	\$ 139,374
2017	92,385
2018	82,127
2019	68,688
2020	34,974
Thereafter	<u>247,027</u>
	<u>\$ 664,575</u>

NOTE 9. IN-KIND CONTRIBUTIONS

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.

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 10. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately \$12,900,000 (73%) 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 year ended June 30, 2015 approximately 69% 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 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653
Berlin Area Renewable Energy Initiative	7,281
RSVP Program Funds	7,112
10 Bricks Shelter Funds	122,252
Donations to Mahoosuc Trail	6,842
Community Contact	15,040
Donations to Maple Fund	1,825
FAP/EAP	38,117
Homeless Programs	47,677
Temporary Municipal Funding	247,754
Julien Fund (AOD)	575
Angelias Fund (AOD)	235
Loan Programs	36,291
Private Funding for Alcohol and Other Drug Program	50,000
L. CHIP – Brown Co. House	19,443
Restricted Buildings	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 745,910</u>

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received 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.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also 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** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was \$132,725.

NOTE 14. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was \$2,010 and is included in restricted cash.

NOTE 15. 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 December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of \$312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022.	\$ 19,127
Note payable to a financing company requiring 72 monthly installments of \$1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022.	<u>19,157</u>
	38,284
Less current portion due within one year	<u>(4,828)</u>
Total long term debt	<u>\$ 33,456</u>

The future principle payments are included in **Note 6**.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services			
<i>Direct</i>			
Head Start	01CH1041/48	93.600	2,261,736
<i>Passed through New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	7,671
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	34,456
Low-Income Home Energy Assistance (Admin.)	G-15B1NHLEIA	93.568	340,660
Low-Income Home Energy Assistance (Program)	G-15B1NHLEIA	93.568	5,145,190
Low-Income Home Energy Assistance (Assurance 16)	G-15B1NHLEIA	93.568	127,361
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	28,315
Low-Income Home Energy Assistance (HRRP)	G-14B1NHLEIA	93.568	107,100
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	15AANHT3SP	93.044	10,806
<i>Passed through New Hampshire Health and Human Services</i>			
Community Services Block Grant	102-500731	93.569	121,031
Community Services Block Grant	102-600731	93.569	511,218
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	309,724
Temporary Assistance for Needy Families (JARC)	102-500731	93.568	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	11,286
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	3,150
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	541-500383	93.045	76,084
National Family Caregiver Support (Family Caregiver)		93.052	20,965
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	512-500352	93.044	48,356
Medical Assistance Program (Options Counseling and I&R #7)		93.778	70,951
Medical Assistance Program (Transportation)		93.778	44,623
Nutrition Services Incentive Program (NSIP)		93.053	79,843
Social Services Block Grant (Title XX I&R)		93.667	9,269
Social Services Block Grant (HD Title III C2 units)		93.667	176,038
Social Services Block Grant (HD Title IIIB miles)		93.667	10,217
Social Services Block Grant (Title XX HD miles)		93.667	4,513
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	541-5000383	93.045	85,467
Affordable Care Act - Aging and Disability Resources Center (Options Counseling)		93.517	26,702
Centers for Medicare and Medicaid Services (SHIP)		93.779	12,707
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)		93.048	12,257
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)		93.048	6,706
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,405
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	34,357
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	11,947
<i>Passed through New Hampshire Coalition against Domestic and Sexual Violence</i>			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,446
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
<i>Passed through New Hampshire Division of Public Health Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse		93.959	267,651
<i>Passed through New Hampshire Division of Child Support Services</i>			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	81,767
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			<u>10,176,139</u>
U.S. Department of Energy			
<i>Passed through Governor's Office of Energy and Community Services</i>			
Weatherization Assistance for Low-Income Persons	EE006169	81.042	16,658
Weatherization Assistance for Low-Income Persons	EE006169	81.042	186,742
Weatherization Assistance for Low-Income Persons	EE006169	81.042	74,663
TOTAL U.S. DEPARTMENT OF ENERGY:			<u>288,063</u>
U.S. Corporation for National and Community Service			
<i>Direct</i>			
Retired and Senior Volunteer Program	13SRANH001	94.002	66,717
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			<u>66,717</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<u>U.S. Department of Agriculture</u>			
<i>Direct</i>			
Supplemental Nutrition Assistance Program (food stamps)		10.551	3,230
Rural Housing		10.433	2,110
<i>Passed Through New Hampshire Department of Education</i>			
Child and Adult Care Food Program		10.558	99,635
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			<u>104,975</u>
<u>U.S. Department of Homeland Security</u>			
<i>Direct</i>			
Emergency Management Performance Grants (FEMA)	592200-001	97.042	8,392
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			<u>8,392</u>
<u>U.S. Department of Justice</u>			
<i>Passed Through New Hampshire Coalition Against Domestic and Sexual Violence</i>			
Grants to Encourage Arrest Program (GTEAP)	2014-WE-AX-003E	16.590	2,173
Crime Victim Assistance (VOCA)		16.575	71,084
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	8,364
TOTAL U.S. DEPARTMENT OF JUSTICE:			<u>81,621</u>
<u>U.S. Department of Transportation</u>			
<i>Passed through New Hampshire Department of Transportation</i>			
Formula Grants for Rural Areas (Section 5311)		20.509	338,089
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)		20.513	54,989
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	18,961
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			<u>412,039</u>
<u>U.S. Department of Housing and Urban Development</u>			
<i>Passed through New Hampshire Office of Family Services</i>			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	127,553
<i>Passed through the City of Berlin</i>			
Community Development Block Grant		14.228	20,482
<i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i>			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	393
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			<u>180,940</u>
<u>U.S. Department of Labor</u>			
<i>Passed through New Hampshire Department of Labor</i>			
WIA Adult Program	2014-0004	17.258	64,099
WIA Dislocated Worker Formula Grants	2014-0004	17.278	63,090
TOTAL U.S. DEPARTMENT OF LABOR:			<u>127,189</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 11,446,075</u>

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, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**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
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 consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

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 consolidated 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*

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

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 Circular A-133 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, 2015. 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2015.

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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015**

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to 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*.
3. No instances of noncompliance material to the consolidated 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 OMB Circular A-133*.
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. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568
 - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
 - U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042
 - U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959
 - U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509
 - U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558
8. The threshold for distinguishing Type A and B programs was \$343,382.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

FOR THE YEAR ENDED JUNE 30, 2014

Financial Statement Audit

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

Current Status: During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Prior Year Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

Current Status: Corrected.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Prior Year Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

Current Status: Corrected.



COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilotte

BOARD OF DIRECTORS FY2017

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 Garrison

Serving Coös, Carroll & Grafton Counties



Leila Villeneuve

WORK EXPERIENCE:

Tri-County CAP, Inc.

Program Manager Senior Meals/Senior Center, 2006 - Present

- Supervises Staff and Volunteers
- Recruits staff and volunteers and oversees their training
- Evaluates staff yearly
- Works with Fiscal Officer in development of budget
- Maintains Quality Control
- Insures food served is off good quality
- Keeps records as required for all Site Operations
- Provides outreach and referral service for all participants
- Maintains Senior Center facility
- Works with Site Councils
- Overseas fundraisers and site activities
- Performs duties of other staff in their absence

Senior Meals- Berlin Site Manager, 1985 - 2006

- Supervise, manage and train 9-person staff
- Supervise, manage and train 50-100 volunteers
- Prepare weekly reports
- Plan and carry out all activities for an ever-growing population of seniors
- Attend town meetings for funding
- Create and carry out fundraising events
- Work with community groups to provide a variety of opportunities to seniors
- Menu planning
- Meet with board members on a regular basis
- Keep all documents updated and renewed

WMOU/WXLQ Radio Station

Officer Manager/Secretary - Answered phones, greeted and assisted visitors, handled general administrative duties, such as filing, typing, logging and ordering
Wrote short commercials

Doctors Office - Victor Smith & Ralph Wolf

Receptionist/Medical Transcriber - Scheduled appointments, answered phones, general office work, such as filing, typing and transcribing patient's history

SKILLS: Microsoft, CATMATT software, Serve Safe, Gerontology & Nutrition Counseling

EDUCATION:

Associates degree in Secretarial Science, NHVTC, Berlin, NH 1977
Graduate of Berlin High School, Berlin, NH 1975

COMMITTEES:

Chronic Disease Self Management Program Advisory Committee
New Hampshire Association of Senior Centers
Moose Valley Wellness/Health Fair
Androscoggin Valley Healthy Communities

Kerry McLain



Past school history:

- Berlin High School Located in Berlin NH. Specialized in health occupations. Graduated in 1995.

- North Country Community College in Berlin NH. At first I worked on my general education classes, then decided on Early Childhood Education. I did not graduate but I did achieve several credits. 1995 and 1999.

Past Employment History:

- Personal care assistant for a family member. This job consisted of me helping my aunt with all her activities of daily living. I also did all the payroll, medication management, staffing, and scheduling, whatever she needed. I worked with her from 2005/2014 when she passed away. I was making \$10.00 an hour.

- Berlin Head Start. I started as an associate teacher in Whitefield NH. When a job was open in Berlin for a Family Support Coordinator I got promoted to that position. It was more money and no traveling. I was hired at \$9.00 an hour and ended at 11.18 per hour. I was employed there from 9/08-11/11.

- Berlin Senior Meals. This is my current day job. I am the outreach coordinator. Some of my other duties consist of monthly billing, fire extinguisher checks every month, I serve at 4 satellite sites in the area weekly, and I reconcile the paperwork from the route sheets weekly to be sure the computer and the route sheets match. I work 25 hours a week. I started this job 10/12. Currently making \$9.00 an hour

References

- Leila Villeneuve, my current boss. She is the program manager. 610 Sullivan Street, Berlin NH 03570. [603-752-2545](tel:603-752-2545).
- Lisa Couture, my boss at head start. 610 Sullivan Street. [603-752-5464](tel:603-752-5464)
- Gigi Snow, she was my partner at Head Start. 610 Sullivan Street. [603-348-5694](tel:603-348-5694) (cell) She is on summer break or [603-752-5464](tel:603-752-5464)

Andrea E. M. Brochu

Skills

- Leader Leadership New Hampshire Class of 2015
- Leadership Exchange & Coaching Mentor Recipient – Northeast Regional Child Advocacy Center, Pennsylvania September 2011 – May 2013
- Grant Writer New Hampshire Grant Institute
- Forensic Interviewer National Children's Alliance, Alabama February, 2011
- Team Facilitator Training Northeast Regional Child Advocacy Center, New Hampshire, May 2012
- Board Member – Coos County Family Health Services, 2013
- Excellent verbal, written and technical communication skills.
- Computer literate and proficient with the Microsoft Office Suite (Excel, Word, Outlook, Publisher, Power Point), Quickbooks, Adobe Acrobat, Constant Contact, Facebook, Twitter and Survey Monkey.

WORK HISTORY

Division Director of Energy, Homeless & Community Contact Offices (EHCCO)

November 2013 – Present Tri-County Community Action Programs Berlin, New Hampshire

- Provide leadership and oversight to all EHCCO program's operations, budgets and reporting; - Coordinate and integrate programs' activities.
- Hire, supervise and manage EHCCO staff, including in-house and itinerant employees.
- Prepare and submit grants and proposals.
- Develop, prepare and implement program budgets, narratives, outreach plans and work plans.
- Review and reconcile division financial reports for reimbursement.
- Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability
- Develop new programs and funding streams as appropriate.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings as needed.

Executive Director

October 2010 – Present Child Advocacy Center of Coos County Lancaster, New Hampshire

- Provided leadership in developing program, organizational and financial plans with the Board of Directors and other staff to advance the mission of the agency.
- Worked with the Board of Directors and recommended operational objectives that supported the strategic plan and maintained a shared vision for the future of the agency.
- Hired, supervised and disciplined staff members and ensured personnel had appropriate training and education.
- Maintained a working knowledge of emerging issues and significant developments in the fields of child abuse investigations, team facilitation, and non-profit and agency administration.
- Developed and provided professional trainings for community agencies and members on issues relating to child abuse and the role of the Child Advocacy Center.
- Served as a spokesperson for the agency and liaison to community groups and the media.
- Maintained official records and documents, and assured compliance with federal, state, and local regulations.
- Managed and conducted ongoing program evaluation including outcome measurements.

- Identified grant opportunities, developed proposals, and produced required reports to funding sources.
- Developed relationships and maintained regular communications with funding sources.
- Maintained capital assets, planned for core budget self-sufficiency and monitored expenditures and income of the agency.
- Facilitated case coordination requests for forensic interviews and case review for any and all partner agencies service requests.
- Managed and oversaw agency's multidisciplinary team, compliance with training standards and implementation of best practice standards in a well organized, detail oriented, and confidential team environment for investigative purposes in conformance with New Hampshire Attorney General Policies and accreditation standards.
- Managed and coordinated community "wrap-around" services for child-victims and their caregivers.

Emergency Medical Technician – Basic Volunteer

2001 – 2007 Gorham Emergency Medical Services Gorham, New Hampshire

- Maintained current state and federal licensing status through continuing education and routine testing.
- Practiced patient care with the use of current protocols and best practice standards.

Education

-Master of Public Administration
Norwich University
Vermont June, 2011

-Bachelor of Science - Criminal Justice Administration
Granite State College
New Hampshire December, 2007

-Certificate of Paralegal Studies
College for Lifelong Learning
New Hampshire 2002

Awards & Recognition

- Squad Member of the Year Gorham Emergency Medical Services
New Hampshire June, 2004
- Faculty Selected Outstanding Learner in Criminal Justice Award
Granite State College New Hampshire September, 2005

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.

Division Director: TCCAP Prevention Services

Berlin, NH current FT employment

Responsible for three 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

**Executive Administrative Assistant: North Country United Way
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

**Accounting Department: Easter Seals/Goodwill/Rehabilitation Centers, Inc.
New Haven, Connecticut 1985-1989**

Consumer accounts receivable; delinquent account collections; insurance billing; administrative operations purchasing for over 300 employees; purchasing of medical equipment and supplies for rehabilitation facilities; purchasing retail merchandise for twelve Goodwill stores; reduced agency spending on common supplies by 20% through bulk purchasing and vendor purchase agreements.

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-current*
- ♦ Bethlehem Planning Board 2010 - *current*
- ♦ 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*
- ♦ Avid outdoor enthusiast and angler

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 26 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

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

Fiscal Director/Interim CFO (2016 – Present)

Accounting Manager (2015 – 2016)

- Direct and manage a fiscal staff of 4 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.

Accountant (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

Auditor

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

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 statements 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 a 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)

SPECIAL PROJECTS

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

VOLUNTEERISM

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

**Brenda Gagne
Transportation Operations Manager
Tri County Community Action Program Inc.**

Professional Summary:

Successful management of the day to day aspects of Public Transportation routes and Demand Response transportation program including daily operations, statistical data reporting, Federal grant writing, warrant articles, Federal quarterly reports, facility management, accounting, staff management; monitoring productivity goals; and keeping current on FTA and DOT procedures and policies. Proficient in Microsoft excel, word, publisher and power point.

Experience:

**Tri-County CAP, Inc.
Tri County CAP Transit
31 Pleasant St. Suite 100
Berlin NH 03570
603-752-1741
7/2004-Present**

Operations Manager

Responsibilities include;

- *Overseeing daily operations of a public transit and Para transit service.
- *Facility Management.
- *Gathering statistics
- *Quarterly reporting to NHDOT and BEAS.
- *Preparing quarterly invoices to BEAS and NHDOT
- *Weekly employee scheduling, staff management.
- *Creating procedure manuals
- *Grant writing
- *Budget preparation
- *Writing Warrant Articles
- *Drug & Alcohol Testing
- *Emergency Preparedness

Landscapes by Gary Weiss

(Temporary)

Accounts Manager/Office Manager
Administrative Assistant

Responsibilities included;

- *Accounts payable, accounts receivable, invoicing, preparing customer statements, *Preparing waivers, AIA G702 & G703 forms, IDOT (Illinois Dept. Of Transportation)
- * Billing payroll, working with Windows XP, Microsoft Word, Excel, Quickbooks Pro 2004, preparing Bids, data entry.
- *Phone communications and general receptionist and secretarial duties.
- *Customer Service.

Mountain Village Construction

P.O. Box 96

Milan, N.H. 03588

1-603-723-6551

5/1995 - 1/2004

Accounts Manager/Office Manager
Administrative Assistant

Responsibilities included;

- *Customer service.
- *Accounting using Quick Books Pro.
- *Preparing payroll and Tax Payments.
- *Preparing Customer Statements and Invoices.
- *Accounts Receivable and Accounts Payable.
- *Creating and running Profit and Loss Reports.
- *Data Entry.
- *Phone communications and general secretarial duties.

Milan Parks and Recreation Dept.
P.O. Box 300
Milan, N.H. 03588
1-603-449-2484
6/1997 - 3/2002

Parks and Recreation Director

Responsibilities included;

- *Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
- *Development of new programs and year round activities.
- *Producing yearly budgets.
- *Equipment and materials purchasing.
- *Organizing and supervising a large Volunteer staff.
- *Working with the public to create new programs.
- *Coordinating with the Milan Village School on athletic and after school programs.
- *Applying for Federal and State Grants.

Education:

Graduate Gorham High School
Gorham NH 6/1979

Granite State College
Emergency Management
9/2005 – 12/2007

Continuing education through Southern New Hampshire University to receive my Bachelors of Science Degree in Business Management.

NHDOT Sponsored Course
Fundamentals of Successful Project Management
Manchester NH 10/2004

NHDOT Sponsored Course
MTAP/RTAP Financial Management Course
Concord NH 11/2004

NHDOT Sponsored Course
Basics of Facilities Management Seminar

(Facility Maintenance Plan)
Manchester NH 6/2005

NHDOT Sponsored Workshop
Transit Security Workshop
Concord NH 8/2005

Grant Writing Workshop
New Hampshire Community Technical College
Berlin NH 10/2005

NHDOT Sponsored Workshop
FTA Drug & Alcohol Workshop
Concord NH 11/2005

NHDOT Sponsored Workshop
Emergency Planning and Disaster Management
Manchester NH 8/13/2006

NH Conference on Statewide Emergency Preparedness
6/2007

Certified Training and Safety Reviewer
Community Transportation Association of America
June 2009

Certified Safety and Security Officer
Community Transportation Association of America
10/2010

National Transit Institute
Procurement for Small and Medium Transit Systems
10/9/2012-10/10/2012

Tri State Transit Conference
9/2007
10/2008
10/2010
9/2012
9/2016

Beverly Raymond

Objective:

To obtain a position where I can oversee and manage all aspects of an expanding human service/public transportation program.

Qualifications:

2004 to Present

* Director of North Country Transit a Tri-County CAP, Inc. Program
Responsible for overseeing the planning and operations of the transit program.

1994 to 2004

* Assisted the Director of North Country Transit with program responsibilities. Served as interim Director in the absence of a permanent Director.
* Human Resources and Safety Manager for Tri-County CAP, Inc., North Country Elderly Programs.

1985 to 2004

*Coordinator of the Tri-County CAP, Inc., Healthy Older People's Education (HOPE) program, a wellness program providing direct service through a volunteer base.

1996 to 2001

*Co-proprietor and administrator for Luc's Appraisal Services, an independent vehicle adjusting firm serving over 25 insurance companies.

Committees and affiliations:

In 2004 I was asked to be a member of the Governor's Task Force on Transportation. This committee was formed under Executive Order from the Governor to develop a better means of providing community transportation. The focus has been on the development and implementation of a statewide coordinated brokerage system as a means of providing transportation to the residents of New Hampshire.

I am a member of several Community Resource groups and attend meetings in and outside of my service area to stay informed and also to inform the communities of what is happening within NCT and what services NCT provides. I view these groups as a step to working with other agencies toward a coordinated transportation system.

I am a member of the Steering Committee and the Transportation Committee of our regional planning commission, North Country Council (NCC). I recently worked in conjunction with NCC in the development of our regions Coordinated Transportation Plan. The plans completion in September enables my program to qualify for FTA funding by being in compliance with the requirement to have a Regional Coordinated transportation plan.

I am a member of the Community Transportation Association of America. I am receiving their assistance with current projects being undertaken by my program.

Served as Vice Chair of the New Hampshire Transit Association and also served on their Legislative Committee.

I am a member of the Advisory Committee of the NHDOT's Rural Transit Assistance Program. I am also an RTAP trainer certified to train in Emergency Evacuation Procedures and Passenger Assistance.

I serve on the Emergency Preparedness committee in my region and chair a subcommittee for transportation.

I am co-chair for Tri County CAP's Safety Committee.

I am a member of the State Coordinating Council, a committee toward the development of an in-state brokerage for transportation.

Education:

~Graduated Berlin high School in 1974, majoring in College Preparatory Business Classes

~Courses at the University of New Hampshire, Granite State College, pursuing a Bachelors Degree in Behavioral Sciences. I have taken classes beneficial to the Director of Transportation position such as: Critical Thinking; Critical Analysis in Behavioral Sciences; and Presentational Communications.

~Related seminars, workshops, and trainings:

I received my certification as a Certified Community Transportation Manager (CCTM) in May of 2007, through the Community Transportation Association of America. This certification requires extensive knowledge in the areas of transit operations and management. Areas include: Human Resource Management, Financial Management, Operation Management, Transit Development, Procurement and Contracting, and Professional Development

Participated in the Northern New England Dialogue sponsored by Center for Independent Living and Easter Seals Project Action, May of 2007, on "Improving the Coordination of Accessible Transportation"

Attended the 2007 NH Conference on Statewide Emergency Preparedness

Team Member of a team that was selected to participate at the Easter Seals Mobility Conference in Washington, DC in 2006

Other educational components related to transit operations and management includes: Volunteer Management, NHDOT & FTA Supervisory Drug & Alcohol, Dispatching and Scheduling, Handling Difficult People, Fundamentals of Personnel Law for Managers and Supervisors, Supervision for Nonprofit Managers, Staying legal... What Nonprofits Need to Know About Criminal Records and Identification, Cost Allocation for Transit

Managers, Transit Service Planning, ADA Requirements, and have attended and attended various trainings at CTAA Expos 2005 and 2006, and the 17th Rural, Public, and Intercity Tribal Transportation Conference, 2006.

I have been asked to present my accomplishments at several Conferences:

Community Transportation Association of America, 2006 Expo on the Implementation of my JARC system that began operation in January of 2006.

NHDHHS 2008 Statewide District Council Meeting, discuss my FTA Coordination Project and my Carroll County Public Transportation Implementation Project.

18th National Conference on Rural Public and Intercity Bus Transportation, 2008 Conference, Public and Stakeholder Involvement

Memberships:

The New Hampshire State Coordinating Council (Statewide Coordination of Community Transportation Services)

Vice Chair, New Hampshire Transit Association, Concord, NH

Chaired North Country Council Steering and Transportation Committees

Co-Chair of the Tri County Community Action Program, Safety Committee

VICKIE PIERCE

OBJECTIVE

Managerial position at TCCAP North Country Elder Programs

EXPERIENCE

2006-current **North Country Senior Meals** Whitefield NH
Site Manager – Whitefield

- Provides Outreach and Referral services for participants
- Budgeting and Reporting
- Maintains Quality Control at site
- Supervises Staff and Volunteers

2004-2006 **North Country Senior Meals** Whitefield NH
Head Cook

- Plan menus
- Order and records purchases of raw foods and consumables
- Supervised food production for congregate and home delivered meals
- Implemented training for new staff and volunteers

1988-2004 **Private Duty Nurses Assistant** Whitefield NH
Personal Care Provider

- Provided personal care to elderly and disabled adults
- Established and maintained relationships with respect and confidentiality
- Assisted with personal care plan

EDUCATION

2007-2008 **Granite State College** Littleton NH

1988 McKerly Health Care/ Certified Nursing Aid Training Lancaster NH

1994-1988 WMRHS Whitefield NH

INTERESTS

Camping, Gardening, Family and volunteering in senior activities

Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

**Tri-County Community Action Program
Chief Executive Officer**

**Berlin, New Hampshire
April 2016 – Present**

- ☐ Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees

Chief Operating/Chief Financial Officer

March 2015 – April 2016

- ☐ Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.

Chief Financial Officer

June 2014 – March 2015

- ☐ Responsible for financial operations and facilities management..

Town of Falmouth

Falmouth, Maine

Director of Finance

August 2011 – May 2014

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165
Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

City of Waterville

Waterville, Maine

Director of Finance/Treasurer

October 2006 – August 2011

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

Director of Finance for the Office of Medical Services (Medicaid)

Aug 2005 – Oct 2006

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 – Jul 2005

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction

Rangeley, Maine

Controller

September 2001 – November 2003

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.

Franklin Community Health Network

Farmington, Maine

Controller

October 1997 – September 2001

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty

September 1991- July 1997

Aetna, Inc. - Aetna/US Healthcare - Midwest Region

Chicago, Illinois

Director Planning and Budgeting

September 1996 - July 1997

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department

Middletown, Connecticut

Director/CFO - Finance

February 1994 - September 1996

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. ☐ Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology

Hartford, Connecticut

Expense Management Consultant & Account Representative

September 1991 - February 1994

United Technologies - Otis Elevator International/Hamilton Standard

Connecticut

Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.

February 1988 - September 1991

Kaiser Permanente, Accountant - Medical Group

Hartford, Connecticut, Dec 1986 - Feb. 1988

KMG Main Hurdman, Tax Specialist

Stamford, Connecticut, March 1986 - Dec 1986

PROFESSIONAL ORGANIZATIONS & EDUCATION

- ☐ Member of Institute of Management Accountants
- ☐ The University of Connecticut. Storrs, Connecticut
- ☐ The University of Connecticut. Storrs, Connecticut

- ☐ Passed the Certified Public Accountant Examination.
- Master of Business Administration
- Bachelor of Science in Business Administration - Finance

ANGELA JOHNSON

EDUCATION

A.A.S. in Accounting, NH Community Technical College, Berlin NH
Graduation Date: December 2004. GPA: 4.0

Groveton High School, Groveton NH. Course of Study: College Prep/Business.
Graduation Date: June 1988.

KEY SKILLS

- Education in accounting and business practices
- Program development and operations, strategic planning and leadership
- Grant writing
- Advanced computer knowledge in Microsoft products and applications

EXPERIENCE

Tri-County CAP, Inc., North Country Elder Programs, Berlin NH Jan. 89 - Present
Varying job capacities throughout tenure:

- supervise staff and volunteers
- program planning and development
- fiscal management
- statistics and government reports
- grant writing and fund maintenance
- Public and client relations
- interviewing/hiring
- software maintenance/program design

Calamari & Calamari, Attorneys-at-Law, Lancaster NH July – Dec 1988
Real estate law firm. Accounts receivable, title search, filing.

References provided upon request.

Cynthia Hamel

Education Plymouth State College, Plymouth, NH
Bachelor of Science degree (December NH Certification- Grades K-12)

Work **Manager Colebrook Senior Meals-Responsibilities**
Experience include supervision of Staff and Volunteers,
Insures that food served is of good quality,
Assists with inventory process, reviews menu,
Keeps records as requires for all site operation,
Provides Outreach, maintains Senior Facility,
Attends Meetings and Trainings
Oversees Site Activities, performs all duties (2002- presently)
Wilderness Restaurant, Colebrook NH.
dishwasher in the 7th Grade, presently cook on weekends

Teacher Part-Time Physical Education Teacher for
Experiences Stewartstown Community School with
Responsibilities for planning, implementation,
And evaluation of Grades K-8 once/week (2004-presently)

Berlin Middle School, Berlin NH
Grades 5,6,7,8. Full time
Physical Education/Health - Teacher with
Responsibilities for planning implementation,
and evaluation of Grades 5,6,7 and 8. Additional
Responsibilities included teaching 7th Grade
Math and 5th Grade Life Skills. A wide variety of
Activities were used to accommodate age
Groups and ability levels. (1990-2000)

Groveton High School, Groveton NH
Grades 2-12 (Fall of 1989) Full-Time Student Teaching

Turnpike School, Plymouth NH
Grades Pre-Kindergarten, Grade 2, and 3. (Fall
1987 and spring of 1988). Part-time teaching
Which included lessons in all content areas for?
Individuals, small groups, and whole class instruction

Activities Coaching and Played field hockey, basketball, lacrosse and
volleyball at Plymouth State Member of AAHPERD-American Alliance for Health,
Physical Education, Recreation & Dance, Volunteer for Special Olympics,
Volunteer for summer recreation program, UNH County Advisory Council Member

Awards Beatrice Hodgdon Award- for academic
Achievement and Student Athletic Schola, Plymouth State College



COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p 603 752 7001 f 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilote

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Boschen	CEO	\$135,000	0%	\$0
Jeanne Robillard	COO	\$72,000	0%	\$0
Randall Pilote	Interim CFO	\$70,000	0%	\$0
Andrea Brochu	EEO Division Director	\$58,000	0%	\$0
Leila Villeneuve	Program Manager	\$35,776	90%	\$32,198
Angela Johnson	Program Administrator	\$39,520	90%	\$35,568
Kerry McClain	Site Manager	\$22,880	90%	\$20,592
Cindy Hamel	Site Manager	\$19,552	90%	\$17,956
Vickie Pierce	Site Manager	\$23,088	90%	\$20,779

CONTRACTOR NAME
Tri County Transit

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beverly Raymond	Transportation Director	\$53,560.00	% .50	\$26,780.00
Brenda Gagne	Transit Operations Manager	\$35,360.00	% .48	\$16,796.00
Stephanie Poisson	Administrative Associate	\$24,960.00	% .26	\$6,552.00
Paul Beroney	Maintenance Manager	\$37,440.00	% .45	\$16,848.00
Rita Premo	Billing Clerk	\$22,880.00	% .50	\$11,440.00

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-16)

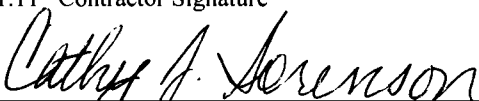
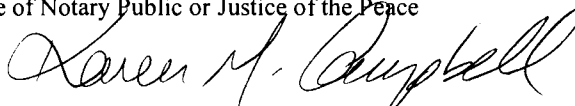
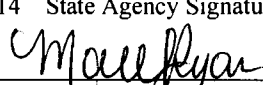

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 		1.12 Name and Title of Contractor Signatory Cathy J. Sorenson, President/CEO	
1.13 Acknowledgement: State of NH, County of <u>Cheshire</u> On <u>12/1/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		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 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director ^(VNA) Date: <u>12/6/16</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. 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.



Exhibit A

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- 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



Exhibit A

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.



Exhibit A

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- 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.



Exhibit A

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- 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.



Exhibit A

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- 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



Exhibit A

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.



Exhibit A

- 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 devedined 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.



Exhibit A-1

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



Exhibit B

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.



Exhibit B

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



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

New Hampshire Department of Health and Human Services
Exhibit D



- 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.

12/11/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CP

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

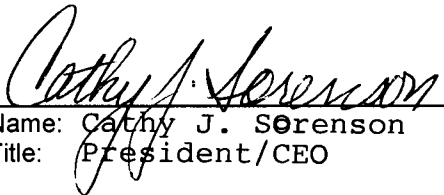

Name: Cathy J. Sorenson
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CJP

Date 12/1/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- 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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DHHS
 The State
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
12/6/14
 Date

VNA at HCS, Inc.
 Name of the Contractor
Cathy J. Sorenson
 Signature of Authorized Representative
Cathy J. Sorenson
 Name of Authorized Representative
President/CEO
 Title of Authorized Representative
December 1, 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.

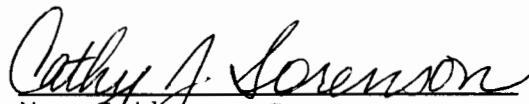
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: VNA at HCS, Inc.

12/1/2016

Date


Name: Cathy J. Sorenson
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 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:

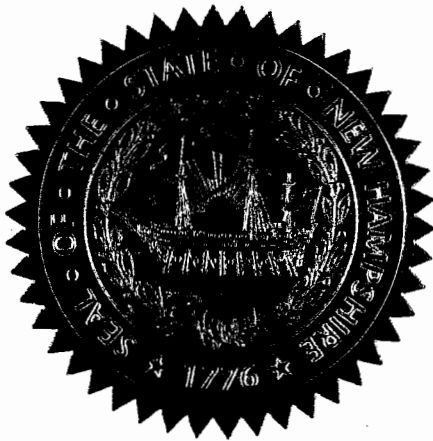
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 formed November 18, 1981. 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 2nd day of September A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

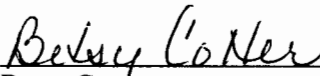
The following is a true abstract of an electronic vote of the Board of Directors of VNA at HCS, Inc. on December 1, 2016 at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to 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 Sorenson is the duly elected CEO of this corporation and is still qualified and serving in such capacity.

December 1, 2016
Date



Betsy Cotter
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On December 1, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

3.2.10.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043		CONTACT NAME: Nancy Wallace, AINS PHONE (A/C, No, Ext): (207) 985-2941 FAX (A/C, No): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com															
INSURED Home Healthcare Hospice & Community Svcs., VNA at HCS Inc. 312 Marlboro St PO Box 564 Keene NH 03431		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER B: Atlantic Charter Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity		INSURER B: Atlantic Charter Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Philadelphia Indemnity																	
INSURER B: Atlantic Charter Insurance Company																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER** Master 2016/2017 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Claims made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1437277	1/4/2016	1/4/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1437288 \$500 ded comp \$1000 coll	1/4/2016	1/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB526197	1/4/2016	1/4/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA00539804	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	<input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Crime			PHPK1437277 PHPK1437277	1/4/2016 1/4/2016	1/4/2017 1/4/2017	Limit of Liability \$1,000,000 \$5,000 Ded \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health and Human Services BEAS 129 Pleasant Street Concord, NH 03301	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 Danny Edgecomb/NW
--	--

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**Home Healthcare, Hospice and Community Services, Inc.
VNA at HCS, Inc.**

VALUES AND MISSION STATEMENT

Because we value:

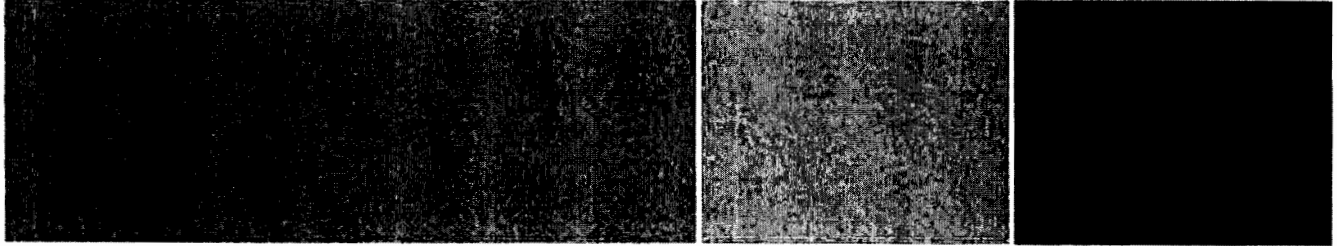
- ▶ **The worth and dignity of all people and their right to privacy**
- ▶ **The right of people to make informed choices**
- ▶ **A creative, holistic approach to individuals' and families' needs**
- ▶ **Health and wellness throughout life**
- ▶ **Access to health care and support services to encourage 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 2, 2010**

3.2.15.



VINA AI HCS, INC.

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
VNA at HCS, Inc.

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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 VNA at HCS, Inc. as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 22, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2015

VNA AT HCS, INC.

Balance Sheets

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 557,502	\$ 661,607
Patient accounts receivable, less allowance for uncollectible accounts of \$332,144 and \$357,315 in 2015 and 2014, respectively	2,719,167	2,939,096
Other receivables	481,598	415,210
Prepaid expenses	27,061	23,127
Due from affiliates	<u>4,355,625</u>	<u>4,918,954</u>
Total current assets	8,140,953	8,957,994
Assets limited as to use	25,489	45,114
Property and equipment, net	<u>256,438</u>	<u>355,312</u>
Total assets	<u>\$ 8,422,880</u>	<u>\$ 9,358,420</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 189,172	\$ 201,660
Accrued payroll and related expenses	764,341	727,805
Deferred revenue	<u>588,360</u>	<u>547,217</u>
Total current liabilities	<u>1,541,873</u>	<u>1,476,682</u>
Net assets		
Unrestricted	6,855,518	7,836,624
Temporarily restricted	6,866	26,456
Permanently restricted	<u>18,623</u>	<u>18,658</u>
Total net assets	<u>6,881,007</u>	<u>7,881,738</u>
Total liabilities and net assets	<u>\$ 8,422,880</u>	<u>\$ 9,358,420</u>

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue	\$14,672,512	\$15,377,206
Provision for bad debt	<u>(564,481)</u>	<u>(287,740)</u>
Net patient service revenue	14,108,031	15,089,466
Other operating revenue	<u>3,027,860</u>	<u>2,986,827</u>
Total operating revenue	<u>17,135,891</u>	<u>18,076,293</u>
Operating expenses		
Salaries and related expenses	12,012,754	12,064,302
Other operating expenses	2,893,618	3,131,049
Depreciation	381,193	330,038
Management fees	<u>3,054,725</u>	<u>3,045,680</u>
Total operating expenses	<u>18,342,290</u>	<u>18,571,069</u>
Operating loss	<u>(1,206,399)</u>	<u>(494,776)</u>
Other revenue and gains		
Contributions and fundraising income	204,399	293,438
Net assets released for operations	20,125	71,437
Investment income, net	<u>769</u>	<u>1,356</u>
Total other revenue and gains	<u>225,293</u>	<u>366,231</u>
Deficit of revenues over expenses	<u>(981,106)</u>	<u>(128,545)</u>
Net assets released for capital acquisition	<u>-</u>	<u>165,816</u>
(Decrease) increase in unrestricted net assets	<u>\$ (981,106)</u>	<u>\$ 37,271</u>

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
(Deficit) excess of revenue over expenses	\$ (981,106)	\$ (128,545)
Net assets released for capital acquisition	<u>-</u>	<u>165,816</u>
Change in unrestricted net assets	<u>(981,106)</u>	<u>37,271</u>
Temporarily restricted net assets		
Contributions	500	165,816
Reclassification from permanently restricted net assets	35	-
Investment income	-	225
Net assets released for operations	(20,125)	(71,437)
Net assets released for capital acquisition	<u>-</u>	<u>(165,816)</u>
Change in temporarily restricted net assets	<u>(19,590)</u>	<u>(71,212)</u>
Permanently restricted net assets		
Reclassification to temporarily restricted net assets	<u>(35)</u>	<u>-</u>
Change in permanently restricted net assets	<u>(35)</u>	<u>-</u>
Change in net assets	(1,000,731)	(33,941)
Net assets, beginning of year	<u>7,881,738</u>	<u>7,915,679</u>
Net assets, end of year	<u>\$ 6,881,007</u>	<u>\$ 7,881,738</u>

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ (1,000,731)	\$ (33,941)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	381,193	330,038
Bad debt expense	564,481	287,740
(Increase) decrease in the following assets		
Temporary investments	-	38,487
Patient accounts receivable	(344,552)	(1,184,336)
Other receivables	(66,388)	182,462
Prepaid expenses	(3,934)	1,255
Due from affiliate	563,329	(182)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(12,488)	56,920
Accrued payroll and related expenses	36,536	794
Deferred revenue	41,143	(139,837)
Net cash provided (used) by operating activities	<u>158,589</u>	<u>(460,600)</u>
Cash flows from investing activities		
Decrease in assets limited as to use	19,625	71,212
Capital expenditures	<u>(282,319)</u>	<u>(435,620)</u>
Net cash used by investing activities	<u>(262,694)</u>	<u>(364,408)</u>
Net decrease in cash and cash equivalents	(104,105)	(825,008)
Cash and cash equivalents, beginning of year	<u>661,607</u>	<u>1,486,615</u>
Cash and cash equivalents, end of year	<u>\$ 557,502</u>	<u>\$ 661,607</u>

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

1. **Summary of Significant Accounting Policies**

Organization

VNA at HCS, Inc. (the Association), is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc.

Home Healthcare, Hospice and Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to VNA at HCS, Inc.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

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 by actions of the Association and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long-lived assets must be maintained, the Association reports expirations of donor restrictions when the asset is placed in service.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Association. Generally, the donors of these assets permit the Association to use all or part of the income earned on related investments for general or specific purposes.

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 financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

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.

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.

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 its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful 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:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 357,315	\$ 320,768
Provision	564,481	287,740
Write-offs	<u>(589,652)</u>	<u>(251,193)</u>
Balance, end of year	<u>\$ 332,144</u>	<u>\$ 357,315</u>

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry wide issue.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor restricted contributions.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. 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.

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.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, 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 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 financial statements.

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.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

(Deficit) Excess Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, are 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).

2. Property and Equipment

Property and equipment is as follows:

	<u>2015</u>	<u>2014</u>
Furniture, fixtures, and equipment	\$ 1,602,366	\$ 1,527,057
Less accumulated depreciation	<u>1,345,928</u>	<u>1,171,745</u>
Total property and equipment, net	<u>\$ 256,438</u>	<u>\$ 355,312</u>

3. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are as follows:

	<u>2015</u>	<u>2014</u>
Temporarily restricted		
Meal sites	\$ 2,777	\$ 3,137
Respite	4,089	6,629
Shea charitable gifts	<u>-</u>	<u>16,690</u>
Total	<u>\$ 6,866</u>	<u>\$ 26,456</u>
Permanently restricted		
Hospice	\$ 10,000	\$ 10,000
Operations	<u>8,623</u>	<u>8,658</u>
Total	<u>\$ 18,623</u>	<u>\$ 18,658</u>

In 2015 the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intent.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

4. Patient Service Revenue

Patient service revenue is as follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 9,881,992	\$10,452,131
Medicaid	1,111,787	1,221,733
Other third-party payers	1,859,583	1,862,515
Municipalities - fee for service	184,362	149,068
Private pay	<u>1,634,788</u>	<u>1,691,759</u>
Total	<u>\$14,672,512</u>	<u>\$15,377,206</u>

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 \$2,879,336 and \$2,704,549 for the years June 30, 2015 and 2014, 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.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

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.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2015</u>	<u>2014</u>
Program services	\$15,287,565	\$15,525,389
Administrative and general	<u>3,054,725</u>	<u>3,045,680</u>
Total	<u>\$18,342,290</u>	<u>\$18,571,069</u>

6. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

7. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$119,444 and \$112,136 for 2015 and 2014, respectively.

8. Related Party Transactions

The Association purchased management services from Home Healthcare, Hospice & Community Services, Inc. amounting to \$3,054,725 and \$3,045,680 and \$219,444 and \$73,043 in contract services for the years ended 2015 and 2014, respectively. The amounts due from Home Healthcare, Hospice & Community Services, Inc. for these services was \$ 4,355,625 in 2015 and 4,918,954 in 2014.

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare and Medicaid represented 51% and 10% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross receivable balance.

VNA AT HCS, INC.
Notes to Financial Statements
June 30, 2015 and 2014

10. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2015, which is the date the financial statements were available to be issued.

**HCS/VNA at HCS, Inc.
2015-2016 Board of Directors**

Chair: Betsy Cotter

Terms: 2011-2014, 2014-2017

Vice-Chair: Allen Mendelson

Term: 2013-2016, 2016-2019

Treasurer: David Therrien

dtherrien@MELANSON.com

Secretary-: Joji Robertson

Term: 2012-2015, 2015-2018

Susan Abert, Esq.

Term: 2015-2018

Mike Chelstowski

Term: 2014-2017

Jane Larmon

Term: 2012-2015, 2015-2018

John Maclean

Term: 2015-2018

John McIntosh

Term: 2013-2016

Charles Montgomery, MD

*Terms: 2008-2011, 2011-2014,
2014-2017*

Ann Nunn

Terms: 2014-2015, 2015-2018

Maureen O'Brien

Term: 2011-2014, 2014-2017

Leslie Pitts, MD, FAAFP

Term: 2015-2018

Brian Reilly, MD

Term: 2012-2015, 2015-2018

**Katherine J. Snow, Director
at Large**

*Terms: 2008-2011, 2011-2014,
2014-2017*

EX-OFFICIO

Cathy Sorenson, CEO

HCS, VNA at HCS

Susan Lowe, CFO

HCS, VNA at HCS

Dawn Gordon

Professional Experience

Home Healthcare, Hospice & Community Services – Keene, NH

Meal Site Supervisor – January 25, 2010 to present

- Manage the food service operations at the Harper's Acres Meal Site in accordance with the New Hampshire Sanitary Code and such regulations
- Supervise staff and volunteers at the meal site
- Assure adequate staff coverage during all hours of operation
- Coordinates Meals-on-Wheels program
- Taking reservations and donations from participants accurately and in a confidential manner
- Planning social and recreational activities at the meal site
- Planning, implementing and evaluating the meal sites' development
- Ordering necessary supplies for the meal site
- Fulfills reporting requirements for payroll, necessary time and service reports and other agency reporting forms as required by funding sources, personnel policies and/or certification/licensure requirements

Kitchen Aide – October 2, 2006 – January 25, 2010

- Assist in package the hot and cold foods for the Meals-on-Wheels program
- Assist in serving congregate meal site participants
- Help maintain the cleanliness of the kitchen and dining areas by washing dishes, pots and pans, counter tops, cabinets, sweeping and mopping floors, etc.
- Perform all food service related tasks in a hygienic and safe manner according to the NH Sanitary Code

KMart – Keene, NH

Overnight Stocker, June 2002 – August 2004

- Stocking shelves, cleaning store, putting away returned items, marking prices, etc.

Findings – Keene, NH

Foot Press Operator– August 1985 – January 1986

- Assemble jewelry pieces

Certifications

Safe Serve Certified

Elizabeth Kivela

Professional Experience

Home Healthcare, Hospice & Community Services – Keene, NH

Meal Site Supervisor – November 24, 2001 to present

- Manage the food service operations at the Meadowood Meal Site in accordance with the New Hampshire Sanitary Code and such regulations
- Supervise staff and volunteers at the meal site
- Assure adequate staff coverage during all hours of operation
- Coordinates Meals-on-Wheels program
- Taking reservations and donations from participants accurately and in a confidential manner
- Planning social and recreational activities at the meal site
- Planning, implementing and evaluating the meal sites' development
- Substitute as needed in the delivery of meals to insure continued and regular operations
- Ordering necessary supplies for the meal site
- Fulfills reporting requirements for payroll, necessary time and service reports and other agency reporting forms as required by funding sources, personnel policies and/or certification/licensure requirements

Meals-on-Wheels Driver – May 10, 1999 – November 24, 2001

- Delivery of meals to individual participants
- Insure proper diet meals and delivered to participants
- Insure that food containers are maintained at proper temperatures
- Report condition of participants to supervisor
- Operate vehicle in accordance with agency procedures and State of NH safety standards
- Maintain paperwork as required for project operations, including Driver's Log for Meals-on-Wheels participants

Safe Serve Certified

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 Keene, NH
Genesis Healthcare
- 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, NH
Keene Food Service/SA U 29
- 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 Keene, NH
Colorado Steak House/Best Western Sovereign Hotel
- 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

3.2.8

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

3.2.8
Jeffrey Weisel

Home Healthcare, Hospice and Community Services, Keene, NH 10/2014 - Present
Meals On Wheels Driver/Outreach Worker

Responsible for delivering a noon time meal to homebound elders, while providing a check of their well-being. Also provide outreach services to nutrition clients.

Eleanor Slater Hospital, Cranston, RI 5/1988 – 2/2010
Providing all care for a quadriplegic man.

Cambridge Insight Meditation Center, Cambridge, MA 10/2010 – 3/2005
Groundskeeper, building and garden maintenance, some special projects.

Jennifer Domingue

Education

American Red Cross 2009
Licensed Nursing Assistant
Safe Serve certified

Professional Experience

Home Healthcare, Hospice & Community Services – Keene, NH

Meal Site Supervisor – January 5, 2010 to present **and** December 22, 2005 – August 31, 2009

- Manage the food service operations at the Hinsdale Meal Site in accordance with the New Hampshire Sanitary Code and such regulations
- Supervise staff and volunteers at the meal site
- Assure adequate staff coverage during all hours of operation
- Coordinates Meals-on-Wheels program making home visits as required to assess clients for nutrition services
- Taking reservations and donations from participants accurately and in a confidential manner
- Planning social and recreational activities at the meal site
- Planning, implementing and evaluating the meal sites' development
- Substitute as needed in the delivery of meals to insure continued and regular operations
- Ordering necessary supplies for the meal site
- Fulfills reporting requirements for payroll, necessary time and service reports and other agency reporting forms as required by funding sources, personnel policies and/or certification/licensure requirements

Clear Solutions – Hinsdale, NH

Laborer, April 2002 – May 2003

- Heat and bend acrylic, package and ship finished product

Sir Francis Drake – Moody, ME

Cook – 1995 - 1997

- Run the line and sauté cook

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)

3.2.8.

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)

3.2.8.

Susan Ashworth

Experience

***Home Healthcare, Hospice and Community Services
Keene, New Hampshire***

Director of Community Relations, Nutrition and Transportation Programs 2002 to present
Assumed responsibility for operations of the organization's nutrition and transportation programs, in addition to Community Relations duties.

Director of Community Relations 1985 to 2002
Member of the organization's senior management staff, responsible for the agency's marketing and public awareness efforts and community relations activities, including securing funding from towns.

Key activities include:

- Developing and implementing marketing strategies for the organization as a whole and for specific program areas.
- Directing the agency's public relations efforts, including development of brochures, press releases, displays, presentations and other materials to communicate the HCS mission to a wide variety of constituencies.
- Managing the agency's advertising programs, including print, radio and direct mail.
- Securing funding from 38 communities for in home care and community programs through the town appropriation process. Manage town funds to maximize care to low income consumers while maintaining service costs within the appropriations available. Liaison with network of HCS Advisors to encourage support of the organization's activities at the community level.
- Developing educational programs and communication mechanisms to maintain effective relationships with HCS Advisors.
- Managing telephone and voice mail systems to facilitate effective communication for the agency's various publics. Negotiate contracts with vendors and oversee design and implementation of new systems and technologies.

Interim Executive Director 1987-1988
Assumed leadership of organization from October, 1987 to August 1988 during search for executive director. During this time, maintained the financial stability of the organization by restructuring rates for nursing services. Worked with member organizations to continue their participation in the HCS umbrella. Secured contract to develop and implemented adult day care services. Expanded wellness and health education programs for the community and business.

Director of Senior Services 1982 - 1993
Responsible for planning, developing and managing the organization's community services for senior citizens, including congregate nutrition programs, meals-on-wheels, public and elderly and handicapped transportation services, outreach and adult day care.

3.2.8.

Responsibilities included:

- Securing funding from diverse sources, including grants, town appropriations, contributions from civic organizations and client donations to maintain programs.
- Managing budgets for individual programs and funding sources.
- Monitoring and evaluating programs to meet agency standards and funding and regulatory requirements.

***Cheshire Health and Social Services
Keene, New Hampshire***

Director of Senior Services

1979 -1982

Responsible for developing the organization=s community services for senior citizens and managing the daily operations of the senior nutrition, outreach and transportation programs.

Responsibilities included:

- Directing community development efforts to expand nutrition services for senior citizens in rural communities.
- Securing grants from state and local sources, public and private, to fund the expansion of services.
- Positioning senior nutrition sites as multi-purpose centers for senior citizens by adding wellness, information and referral and recreation services.
- Developing and implementing an outreach program to reach out to elderly and handicapped consumers in rural areas.
- Managing all aspects of daily operations, including personnel, budgeting, and monitoring and evaluating programs to meet regulatory requirements.

Coordinator of Nutrition and Transportation Programs

1977 to 1979

Managed the daily operations of the organization=s nutrition and transportation programs for senior citizens.

ACTION

Orlando Florida

Program Assistant

1977

State office liaison with local VISTA Volunteer projects, responsible for recruiting and training volunteers to work with a wide variety of community projects throughout the state.

***New Hampshire Association for the Elderly
Concord, New Hampshire***

Vista Volunteer

1974 to 1976

Provided support to organize senior citizens to advocate effectively for services in their community. Provided outreach to individual senior citizens to assist them in obtaining resources.

3.2.8.

Education

Masters in Business Administration New Hampshire College Manchester, New Hampshire	1985
Bachelor of Science in Education Major in Sociology Keene State College Keene, New Hampshire	1974

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gia Farina	Nutrition/Meals on Wheels Manager	\$52,530.14	100%	\$52,530.14
Michael Acerno	Transportation Manager	\$53,043.12	18%	\$9,547.76