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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

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Diane Langley, Director  
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March 20, 2014

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

51% Federal  
47% General

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an Agreement with Area Agency of Greater Nashua, Inc. (vendor # #155784), 144 Canal Street, Nashua, New Hampshire, to provide Financial Management Services by making payments and accounting for expenditures on behalf of the caregiver before and while receiving respite services and supports to care for their care recipient at home as long as possible, with a price limitation of \$1,243,000 to be effective on the date of Governor and Council approval through June 30, 2015.

Funds to support this request are available in the following accounts in State Fiscal Years 2014 and 2015, with authority to adjust encumbrances between State Fiscal Years, and to adjust line amounts in the budgets, within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

Class/Object	Class Title	Fiscal Year	Amounts
570-500928	Family Caregiver	2014	\$250,000
570-500928	Family Caregiver	2015	\$575,000
		Subtotal	\$825,000

05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-ADRD

Class/Object	Class Title	Fiscal Year	Amounts
502-500891	Payments to Providers	2014	\$97,000
502-500891	Payments to Providers	2015	\$321,000
		Subtotal	\$418,000
		Grand Total	\$1,243,000

### EXPLANATION

The Contractor provides Financial Management Services to manage the payments for these supports and respite services that caregivers receive under the Alzheimer's Disease and Related Disorders and Family Caregiver programs.

The Alzheimer's Disease and Related Disorders program provides respite services to family caregivers who provide home care for adults diagnosed with Alzheimer's disease or a similar irreversible dementia.

The Family Caregiver Program is for supports and services for family caregivers who provide home care for aging family members and for grandparents/relative caregivers ages 55 and over who are raising grandchildren. Caregiver support services include, but are not limited to, respite care, educational materials, and emergency and outreach services.

The Contractor pays for caregivers expenses and serves as the "Employer of Record" for individuals the family caregivers choose to hire as respite providers (who are not employees of an agency), known as "family managed employees." Providing services as the "employer of record" relieves the family caregiver of the additional responsibility of managing payroll, workers' compensation liability, unemployment insurance and tax related issues, yet preserves their control over choosing and managing their respite providers in a person-centered service model.

#### **Performance Measures**

The FMS contractor shall provide FMS services that support the following outcomes so that caregivers and their care recipients will:

- experience a seamless process of having invoices paid against their approved budgets in a timely manner.
- have access to accurate and timely information regarding expenditures against their approved budgets.
- have easy access to the FMS contractor during normal business hours to get answers to questions and concerns regarding their FMS services in a way that they can understand.
- learn how to assume and manage the role of a co-employer with training and support from the FMS contractor.

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who provide care to their family members in their homes will not have access to supports that help them to persevere in this role. The AARP has found that 80 percent of the care provided to frail elderly people is by family members, not through paid caregivers. Most of these individuals are committed to keeping their family members at home. The AARP has also found that providing low cost services such as respite and emergency services to family caregivers can prevent or delay more expensive nursing home care when caregiver families "burn out" from the unremitting stress of caring for people who need a high level of assistance. When families spend down their assets to qualify for Medicaid nursing home care, the cost to taxpayers will be considerably more than the \$2000 these programs allocate to families each year. The average annual Medicaid nursing home cost in 2013 was \$56,600.

This Agreement was competitively bid. A Request for proposals was released on the Department's website on December 6, 2013 through January 22, 2014. Area Agency of Greater Nashua, Inc. was the only bidder submitting a proposal. The proposal was evaluated and scored using a consensus model. Three Department staff evaluated the proposal's technical response on its approach to meeting the goals and requirements of the scope of work, understanding the population to be served and qualifications and experience. Two Department staff evaluated the proposal's cost. The proposal scored 83 out of a total 100 possible points. The team recommended this bidder for contract. The review team included Michelle Harlan, Community Mental Health Program Administrator, Ken Lindberg Program Planning and Review Specialist, and Tracey Tarr, Supervisor, all from the Department's Division of Community Based Care Services and at least over 10 years of combined experience with managing person centered programs and quality assurance. Additionally, the finance team included Ann Driscoll, CPA and Constance Manus from the Departments finance teams with over 20 years experience in auditing and finance.

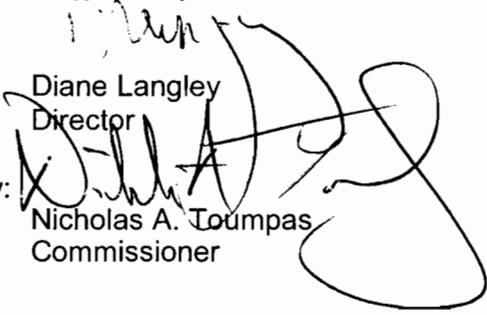
The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

**Area Served:** Statewide

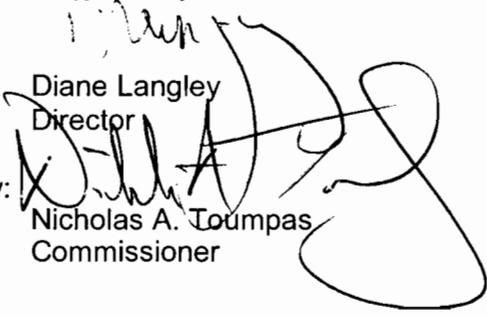
**Source of Funds:** 51% Federal Funds and 49% General Funds

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

Respectfully submitted,

  
Diane Langley  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

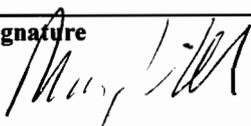
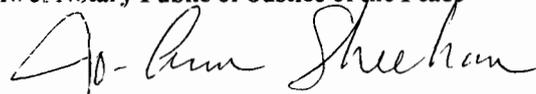
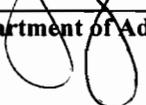
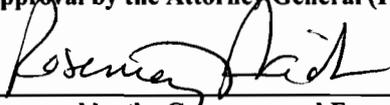
Subject: Financial Management Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Area Agency of Greater Nashua, Inc.		<b>1.4 Contractor Address</b> 144 Canal Street Nashua, NH 03064	
<b>1.5 Contractor Phone Number</b> 603-459-2701	<b>1.6 Account Number</b> 05-95-48-481010-7872-570-500928; 05-95-48-481010-8943-502-500891	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$1,243,000.
<b>1.9 Contracting Officer for State Agency</b> Mary Maggioncalda, Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9096	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Richard J. Piromullo Board Chairman	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/19/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>JO-ANN J. SHEEHAN</b> Notary Public - New Hampshire My Commission Expires October 16, 2018 <u>10/16/18</u>	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Jo-Ann Sheehan, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Diane Langley, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By:  Director, On:			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>3-24-14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: On:			

*Handwritten:* AJP 3/19/14

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

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

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

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

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

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

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

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

MSD 7/15/14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   A/P    
Date:   3/19/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Purpose:

The Contractor shall provide Financial Management Services (FMS) statewide to the population served by this Agreement by managing the funds, making payments and accounting for expenditures made on behalf of family caregivers before and while receiving respite and supplemental services and supports to care for their care recipient at home as long as possible.

### 2. Population:

The contractor shall serve family caregivers who are determined eligible by the New Hampshire ServiceLink contractors to receive respite or supplemental services under the NH Family Caregiver Support Program or the Alzheimer's Disease and Related Disorders Program (ADRD) on the basis of a budget authorized by ServiceLink contractors.

### 3. Participant Enrollment:

The FMS contractor shall accept all caregiver referrals made by New Hampshire ServiceLink contractors. The referral date is defined as the date the budget intake packet is received from the NH ServiceLink contractors. The FMS contractor shall, upon receiving the caregiver referral from ServiceLink contractor:

- 3.1. establish a file and an account for each caregiver that includes caregiver and care recipient contact information; the authorized budgeted amount for the caregiver, and the start and end dates during which budgeted services may be provided;
- 3.2. identify and record the type of the caregiver's authorized respite and/ or supplemental services and the names of the designated providers of respite or supplemental services
- 3.3. provide a release form to the caregiver in order for the FMS contractor and the New Hampshire ServiceLink contractors to communicate and share information.

### 4. Definitions:

- 4.1. **Family Managed Employee:** A family managed employee is an individual the caregiver hires as a respite provider and who is not an employee of an agency. These individuals must be hired by the FMS contractor, which serves as the employer of record.
- 4.2. **Vendor:** A vendor means:
  - 4.2.1. An employee of an agency who provides respite or supplemental services to the caregiver or care recipient.
  - 4.2.2. An independent contractor as defined by the Internal Revenue Service. An example is someone who provides services like snow plowing or minor home modifications. They are not hired by the FMS contractor.

*AS/114*

*3/19/14*



**5. Financial Management Services:**

Based on the referral from the New Hampshire ServiceLink contractors, the FMS contractor shall provide one or both of the following services to the caregiver:

- a) processing and paying invoices; or
- b) providing employer of record services.

**6. Processing and Paying Invoices:** The FMS contractor shall pay agencies that provided respite and supplemental services to the caregiver/care recipient.

6.1. The FMS contractor shall pay invoices submitted and approved (signed and dated) by the caregiver for actual expenses incurred by the individual or agency that provided the respite or supplemental services to the caregiver in accordance with his/her approved budget. The FMS contractor may accept a verbal approval from a caregiver to prevent untimely payment. The FMS contractor shall keep a photocopy of the invoice or timesheet with the date and time of the verbal authorization. The original invoice or timesheet will be sent back to the caregiver to obtain the signature and date and returned to the FMS contractor.

6.1.1. Prior to paying invoices, the contractor shall review the approved budget for authorized services against the invoices for services presented by the caregiver and verify that the actual expense for services is an authorized expense and shall verify that there is an available balance in the caregiver's budget to pay the invoice.

6.1.2. The FMS contractor shall flag any invoices submitted by the caregiver that are not authorized as part of the approved budget and shall notify the authorizing ServiceLink contractor.

6.1.3. The FMS contractor shall make payment directly to the individual or agency that provided the actual respite and supplemental services.

6.1.3.1. The FMS contractor shall make payment in ten (10) business days or less from the date of receipt of the approved vendor invoice. The FMS contractor will follow the payment cycle: Payment for vendor invoices received by the FMS contractor on Mondays are paid on that Friday of the same week, Payments received on Tuesdays through Friday are paid the following Friday.

6.1.4. The FMS contractor shall make immediate payment available to caregivers or vendors when there is proof of services in an emergency and approved by the ServiceLink contractors.

6.2. Employer of Record services: The FMS Contractor shall provide employer of record services for family managed employees.

6.2.1. A family managed employee is an individual the caregiver hires as a respite provider and who is not an employee of an agency.

6.2.2. The FMS contractor and the caregiver function as co-employers of the family managed employee.

6.2.2.1. The FMS contractor and the caregiver work together to recruit, hire, supervise and discharge the family managed employee.



Exhibit A

- 6.2.2.2. The caregiver acts as the managing supervisor of the family managed employee and trains him/her in how to provide care to and perform the assigned tasks with the care recipient
- 6.2.2.3. The FMS contractor hires the family managed employee and is responsible for human resource functions, liability, payroll and taxes.
- 6.2.3. The FMS contractor shall contact the caregiver within two (2) business days of receiving the referral for FMS services from the New Hampshire ServiceLink contractors.
- 6.2.4. The FMS contractor shall schedule a home visit with the caregiver and their prospective family-managed employee. The FMS contractor will explain the requirements for employing a family managed employee, provide supervising training for the caregiver, and explain the roles and responsibilities of the caregiver as the managing supervisor. The FMS contractor shall be sensitive to the fact that this may be an entirely new process to the caregiver and shall ensure that the caregiver is not overwhelmed and understands the steps, roles and responsibilities so that the caregiver can successfully supervise the family managed employee.
- 6.2.5. The FMS contractor will train caregivers with their managing supervisor duties and provide additional guidance or assistance, when requested by the caregiver, in the tasks and functions relating to the managing supervisor duties such as:
  - a) developing a job description for the prospective family managed employee(s).
  - b) interviewing and recruiting
  - c) conducting reference checks
  - d) familiarization with Gateways guidelines for:
    - 1. health and safety
    - 2. human rights
    - 3. HIPAA – confidentiality
    - 4. field employee – policies and procedures
    - 5. benefits, if applicable
    - 6. timekeeping
  - e) developing workers' performance evaluations and performance plan such as with praising, coaching, corrective action, and firing
  - f) developing workers schedules
  - g) developing backup plans
  - h) developing specific worker training as it relates to the duties in their job description, home care environment, and participant preferences.
- 6.2.6. Within the FMS contractor's guidelines, the FMS contractor will allow the caregiver to decide the rate of pay for their family managed employee.
- 6.2.7. The family managed employee is subject to the FMS contractor's standard hiring process, application, and applicable background checks.
- 6.2.8. The FMS Contractor shall support the caregiver's personal goals by encouraging the caregiver to hire whomever they like. The FMS



Exhibit A

- contractor makes the final decision whether or not to hire the family managed employee. The family managed employee must meet the hiring criteria of the FMS contractor that includes, but is not limited to:
- 6.2.8.1. the person is over the age of 18, passes the background checks, is not the spouse, the legal guardian, or the surrogate and the person does not live with the care recipient.
  - 6.2.9. The family managed employee must be successfully employed by the FMS contractor prior to providing services to the caregiver's care recipient.
  - 6.2.10. The FMS contractor shall review and explain with the caregiver and family managed employee, the following items:
    - a) the job application and description
    - b) managing supervisor agreement
    - c) releases for all necessary background checks
    - d) W4 and I9 forms that include verification of identification of documents like driver's license, social security card, birth certificate and vehicle insurance if applicable.
    - e) emergency notification forms
    - f) training on HIPAA and blood borne pathogens allowing for the completion and immediate collection of policy acknowledgement forms for employment, processing (no drive personal vehicle use policy acknowledgment, human rights policy,- record of receipt, confidentiality agreement (HIPAA), universal precautions (blood borne pathogens), agreement to abide by the FMS contractors policies and procedures.)
    - g) the FMS contractor shall provide the caregiver and family managed employee with a timesheet and guidance on how to complete, authorize, and submit the timesheet.
    - h) overtime rules and the impact on the caregiver's budget design.
  - 6.2.11. Preparing and distributing payroll, in accordance with Federal, state and local employment taxes, workers' compensation insurance rules and other requirements that apply when the caregiver functions as the co-employer of his/her workers;
  - 6.2.12. Processing and distributing payroll for the family managed employee(s).
    - 6.2.12.1. The FMS contractor receives times sheets signed by the caregiver for the actual hours the family managed employee provided respite or other services for the caregiver's care recipient.
    - 6.2.12.2. Prior to processing payroll, the contractor shall review the approved budget for authorized services against the timesheets presented by the caregiver and verify that the actual expense for services is an authorized expense and shall verify that there is an available balance in the caregiver's budget to pay the invoice. If a discrepancy is found in the timesheet or if there is not enough funding in the caregiver's budget, then the FMS contractor shall contact the caregiver and/or the respective New Hampshire ServiceLink contractor.



Exhibit A

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- 6.2.12.3. The FMS contractor shall calculate the dollar amount of: pay to the family managed employee and the employer's share of social security taxes, unemployment insurance and associated payroll taxes
  - 6.2.12.4. The FMS Contractor shall collect timesheets by Monday and distribute payroll on a bi-weekly basis, with Friday pay date and ensure the paychecks are available to employees on the Friday of pay date.
  - 6.2.13. The FMS contractor shall file tax documents and pay taxes by the date and as required by the Internal Revenue Services.
  - 6.2.14. The FMS contractor is responsible for providing workers' compensation liability, unemployment insurance, disability and benefit insurances, and also for verifying citizenship or legal alien status.
  - 6.2.15. The FMS contractor shall comply with Internal Revenue Service's laws, rules, and regulations and policies governing the activities of the Employer of Record and for payroll taxes.
  - 6.2.16. The FMS contractor shall comply with all applicable federal and state laws, rules, and regulations as the employer of record.
  - 6.2.17. Background and Criminal Record Checks: At a minimum, the FMS contractor's background checks should include:
    - a) Criminal background checks if a potential applicant for employment or volunteer funded under this contract, may have client contact. The checks will be conducted through the county, state and national level for the past seven years;
    - b) Sex offender registry
    - c) Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the BEAS State Registry.

7. Authorized Caregiver Budgets

7.1. The authorized budget under NH Family Caregiver Program for each caregiver is a maximum of \$2000 per fiscal year. Funds may be used to purchase respite services including in-home respite, adult day program services, or a short stay in a facility. Approved supplemental services purchases may include emergency response systems, transportation, assistive devices and other similar items that complement the care the caregiver is providing and that are essential to preventing or delaying nursing home placement.

7.1.1. Supplemental services are goods and/or services that support the care that family caregivers provide and assist the caregiver in maintaining the care recipient at home. Services can include: chore-related services such as heavy housework, yard work, snowplowing; health related consumable supplies; e.g., incontinence supplies; home safety repairs or modifications that help a family caregiver to provide care., Supplemental services also include mobility aids; transportation to health care or community services,



Exhibit A

- adaptive or assistive equipment; e.g., devices or equipment to maintain or improve functional capacities; or emergency response systems.
- 7.2. The authorized caregiver budget under the ADRD program is a maximum of \$1500 per fiscal year. Funds may be used to purchase respite services such as in-home respite, adult day program services, or a short respite stay in a facility. Funding for supplemental services is not included in the ADRD Program.
8. The FMS contractor shall work with the New Hampshire ServiceLink contractors to accept and process changes in the caregivers' budgets and update the caregivers' accounts accordingly.
9. Payments in excess of the caregiver authorized budgets: The FMS contractor shall not make payments to an agency or the family managed employee that exceeds the amount authorized in the caregiver's budgets. The FMS contractor shall make payments up to the amount in the caregiver's authorized budget. Should the FMS contractor make payments that exceed the authorized budgets, the FMS contractor will do so at its own expense.
10. Payments for services not in the authorized budgets. The FMS contractor shall not make payments to providers or the family managed employee for respite or supplemental services that are not documented in the authorized budgets.
11. The FMS contractor shall maintain a monthly cash flow sufficient to pay all invoices and payroll requests.
12. The FMS contractor shall keep an accounting of each caregiver's budgets by recording beginning balances, tracking expenditures, and calculating available balances. Accounts will be kept up to date with real time information.
13. Preventing caregiver from overspending their authorized budgets: The FMS contractor shall have policies and processes in place to prevent the caregiver from overspending. At a minimum, the FMS contractor will notify the caregiver of their balances at least on a monthly basis with monthly statements. The FMS contractor shall maintain regular and timely updating of caregiver accounts and be available to the caregiver to provide up to date account balances and expenses that would alert the caregivers when paid expenses are close to maximizing the amount of the budgets.
14. Customer Service
- 14.1. The FMS contractor shall provide customer service to stakeholders in accordance with the following requirements:
- 14.2. Stakeholders may include, but are not limited to: family caregivers, workers, vendors, representatives, guardians, family members, and ServiceLink contractors.
- 14.3. The FMS contractor shall demonstrate understanding, willingness and patience to work with participants with varying levels of knowledge of financial services.



Exhibit A

- 14.4. The FMS contractor shall respond within two (2) business days of participants' requests for information, billing-related questions and account reconciliation. Answers and instruction shall be provided to the satisfaction of the participant.
- 14.5. Customer service requirements include:
- 14.6. Provision and publication of a toll free number that provides access to customer services and assistance
- 14.7. Communication in a variety of accessible formats (e.g., mail, fax, and email)
- 14.8. Specific and published customer service hours of operation
- 14.9. The FMS contractor shall be accessible to the caregiver and the ServiceLink contractors during normal business hours.
- 14.10. Responsiveness to inquiries such as: status of payment requests, current balance, process questions, or concerns.
15. Transition Plan: The Contractor shall have a transition plan for caregivers, ServiceLink contractors and enrolled vendors providing services in the event this Agreement is terminated prior to or at the completion date of the contract.
  - 15.1. The plan shall provide uninterrupted delivery of services to caregivers. The FMS contractor shall develop and submit to the Department for approval a transition plan that includes, but not limited to:
    - a) A close out date for expenditures;
    - b) A plan to transfer all records of approved budgets for family caregivers, of expenditures, and of units of services;
  - 15.2. The FMS contractor shall transfer the records to the party identified by and in accordance with the directions provided by the Department.
  - 15.3. Management of the Transition: The FMS contractor shall designate a person responsible for coordinating the transition plan and will assign staff as is necessary to assist in the transition. Status meetings including staff from all parties involved in the transition will be held as frequently as the Department determines is necessary.
  - 15.4. Continuation of Services: In the event that the contract will expire or a new vendor will be contracted, there will be an overlap of at least one month's time to facilitate the transition of records to the newly contracted agency. The current contractor shall continue operating as the FMS contractor under this contract until all caregivers and their records have been successfully transitioned to the new contractor. The FMS contractor remains responsible for providing the FMS services, and all terms and conditions of the contract will apply during this period.
  - 15.5. Obligations of Contracting Parties: The FMS contractor shall develop and submit to the Department for approval, the format for notifying all stakeholders of the date of termination and process by which the stakeholders continue to receive services;
  - 15.6. Contractor's Responsibilities:
  - 15.7. Contractor will utilize the format approved by the Department for notification and shall be responsible for duplication, mailing and postage expenses related to said notification to participants and those employed by current contractor on behalf of the participants. A staff member shall be available to address questions about the transition to the stakeholders.

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Exhibit A

15.8. **Transfer of Information:** The current Contractor shall promptly supply all information necessary for the reimbursement of any outstanding expense claims submitted by program participants.

16. **Data Reporting Requirements:** The FMS contractor shall collect data and provide monthly reports to caregivers, New Hampshire ServiceLink contractors, and the Department. The FMS contractor shall provide reports also when requested by the Department. The following outlines the minimum reporting requirements to:

16.1. **The Caregivers:** The FMS contractor shall facilitate the caregivers' ability to monitor and manage their budgets. By program/funding source, the FMS contractor shall provide monthly statements to each caregiver no later than the 15th of the month for prior month's activities. The statement at a minimum shall include:

- 16.1.1. Begin and end date of the authorized services;
- 16.1.2. Total authorized budget amount by caregiver;
- 16.1.3. Number of care recipients served by each caregiver;
- 16.1.4. List and type of services provided by category: respite and/or supplemental services, for the month and year to date;
- 16.1.5. Amount of the expenditures by service type for the month and year to date; and,
- 16.1.6. The available balance year to date.

16.2. **New Hampshire ServiceLink Contractors:** The FMS contractor shall:

16.2.1. assist the New Hampshire ServiceLink contractors in:

- 16.2.1.1. monitoring the caregiver budgets such as caregivers who may be approaching the authorized limit of their budgets or who may be underutilizing their budgets.
- 16.2.1.2. monitoring the amount of the allocated direct service dollars (for each ServiceLink contractor) by the Department, the amount of authorized dollars and amount of expenditures to inform the ServiceLink contractor and the Department when allocations are approaching authorized limits or underutilization.

16.2.2. The FMS contractor shall provide monthly reports to each New Hampshire ServiceLink contractor, on the expenditures and program utilization of the caregivers located in the ServiceLink contractor's respective service area no later than the 20th day of the month for prior month's activities. The report shall include at a minimum:

- 16.2.2.1. Copies of the statements provided to each caregiver, outlined in section 16.1 above, serviced by each ServiceLink site;
- 16.2.2.2. A monthly and year to date summary of the expenditures for all caregivers serviced by each ServiceLink site;
- 16.2.2.3. Total Amount allocated to the ServiceLink contractor
- 16.2.2.4. Total authorized budget amounts;
- 16.2.2.5. Amount of expenditures by program and type for:
  - ADRD respite
  - Title III E respite
  - Title III E supplemental services

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Exhibit A

- 16.2.2.6. Amount of the remaining available balances;
- 16.2.2.7. Total number of caregivers by each respective ServiceLink contractor; and,
- 16.2.2.8. Total number of caregiver's care recipients by each respective ServiceLink contractor.

16.3. BEAS: These reports assist BEAS in monitoring the program on a statewide level and provide information needed for the annual report to the Administration for Community Living on service utilization as well as provide information to the Governor and State Legislators upon request. The FMS contractor shall submit by the last business day of the month for prior month's activities. The reports shall include at a minimum:

- 16.3.1. All the information in Section 16.1 and 16.2
- 16.3.2. A monthly and year to date summary of the caregivers':
  - a) total authorized budget amounts,
  - b) amount of expenditures by program; type: respite and/or supplemental services; and, funding source,
  - c) amount of the available balances remaining to pay for services, and
  - d) total number of care recipients by caregiver.

16.4. BEAS: These reports assist BEAS in the monitoring of the FMS contractor and the administrative costs associated with providing the FMS services. The FMS contractor shall submit these reports by the last business day of the month for the prior month's activities. The data will be reported by program/funding source and by monthly and year to date totals, statewide program summary totals and ServiceLink contractor specific summary program totals. The reports should include at a minimum the following data elements:

- 16.4.1. the number of caregivers by New Hampshire ServiceLink contractor
- 16.4.2. the number of care recipients by New Hampshire ServiceLink contractor
- 16.4.3. the number of invoices processed and paid to vendors that provide the respite or supplemental services
- 16.4.4. the number of payrolls processed and paid to family managed employees
- 16.4.5. The number of FMS contractor hours required to:
  - a) process and pay invoices
  - b) process and distribute payroll
  - c) work with the caregiver to establish the employer of record service
  - d) assist caregivers with questions and problems
  - e) to assist New Hampshire ServiceLink contractors, family managed employees, and vendors with questions and problems
- 16.4.6. the number of caregivers enrolled with the employer of record service
- 16.4.7. the number of caregivers enrolled with the just the service of processing and paying invoices
- 16.4.8. the number of caregivers enrolled with both employer of record services and processing and paying vendor invoices



Exhibit A

- 16.4.9. the number of family managed employees
- 16.4.10. the number of vendors by agencies and independent contractors

16.5. Waitlists: The contractor shall collect data from the New Hampshire ServiceLink contractors regarding the waitlists for the Family Caregiver and ARDR programs. The contractor shall report to the Department each month the monthly and year to date totals for the following:

- 16.5.1. the number of caregivers and care recipients on a waitlist by program and by each ServiceLink contractor
- 16.5.2. the reason(s) why a caregiver and care recipient are on a waitlist.

16.6. The FMS contractor shall provide an explanation in writing when of any of the above data elements results fluctuates above or below 10% from the prior month's results.

17. Performance Measures: The FMS contractor shall provide FMS services that support the following outcomes so that caregivers and their care recipients will:

- 17.1. experience a seamless process of having invoices paid against their approved budgets in a timely manner.
- 17.2. have access to accurate and timely information regarding expenditures against their approved budgets.
- 17.3. have easy access to the FMS contractor during normal business hours to get answers to questions and concerns regarding their FMS services in a way that they can understand.
- 17.4. learn how to assume and manage the role of a co-employer with training and support from the FMS contractor.
- 17.5. The FMS contractor shall demonstrate compliance with the above performance outcomes by providing:
  - 17.5.1. good customer service defined as timely and accurate responses to questions and issues;
  - 17.5.2. ease of accessibility (by phone, email, etc.) to the FMS contractor; and
  - 17.5.3. quality financial functions. Quality service shall be defined by the number of invoices and payroll paid on a timely basis, the availability of accurate and real time information to caregivers about their budgets, accurate and timely processing and paying of invoices and payroll, and timely resolution of billing problems.
  - 17.5.4. The FMS contractor shall measure the above by reporting and/or consumer feedback by using customer surveys approved by the Department. The FMS contractor shall survey the caregivers at the end of their authorization service period.

18. Staffing: The contractor shall:

- 18.1. Provide sufficient staff to perform all tasks specified in this agreement. The contractor shall 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 to be served.

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- 18.2. The contractor shall ensure that all staffs have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS on-site review.
- 18.3. The bidder shall develop a staffing contingency plan after receiving the contract award, including but not limited to:
  - 18.3.1. the process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 18.3.2. allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 18.3.3. discussion of time frames necessary for obtaining replacements;
  - 18.3.4. bidder's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 18.3.5. the method of bringing replacements/additions up-to-date regarding this Agreement.
  - 18.3.6. FMS contractor's positions will not be funded during periods of vacancy. Any funds paid for positions while vacant shall be recovered during the agreement period.

#### 19. Cultural Considerations

DHHS recognizes that culture and language have considerable impact on how consumers access and respond to DHHS' programs and services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality health and long term care services, DHHS expects that the Contractor will provide culturally and linguistically appropriate services according to the following guidelines:

- 19.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 19.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 19.3. When necessary, provide clients of minimal English skills with interpretation services.
- 19.4. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
- 19.5. When feasible and appropriate, identify communication access needs for clients who may be deaf and hard of hearing, or have vision or speech impairment and develop an individual communication plan for recipients to receive services identified in Section 3 Statement of Work.



**20. Privacy and Security of Participant Information**

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

**21. E Studio**

All BEAS contractors are required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. The Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the organization for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

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**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

Grant #	CFDA #	Federal Agency	Grant Description
14AANHT3FC	93.052	Administration for Community Living	Family Caregiver Support Program Title III E
na	na	State of New Hampshire General Funds	Alzheimer's Disease and Related Disorders

3. Payment for said services shall be made as follows:  
 The Contractor will submit an invoice by the the last business day of each month, which identifies and requests reimbursement for authorized expenses, by funding source, incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget (s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:  
 Financial Manager  
 Bureau of Elderly and Adult Services  
 Department of Health and Human Services  
 129 Pleasant Street, Brown Building  
 Concord, NH 03301

4. Authorized expenses include:
  - 4.1. The actual administrative costs defined as the direct and indirect costs incurred by the FMS contractor to provide the Financial Management Services, by funding source; and
  - 4.2. The direct service dollars defined as the amount of funding to pay for costs of the authorized respite and supplemental services actually received by the caregivers and/or their care recipients and actually paid to the vendor or the family managed employee, by funding source.
5. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 through B-4. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



## Exhibit B

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8. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through B-4 budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
9. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to the Department and when requested by the Department.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specify the disallowed expenditures, and inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
11. The Department will not advance funds before the services are delivered.

Exhibit B-1

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Area Agency of Greater Nashua, Inc.

Financial Management Services:  
 Administrative Costs - NH Family Caregiver

Budget Request for: Program  
 (Name of RFP)

Effective Date of Contractor through June 30,  
 Budget Period: 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,914	\$ -	\$ 20,914	
2. Employee Benefits	\$ 4,811	\$ -	\$ 4,811	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 831	\$ -	\$ 831	
6. Travel	\$ 113	\$ -	\$ 113	
7. Occupancy	\$ -	\$ 1,058	\$ 1,058	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 831	\$ -	\$ 831	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other: Direct Service Dollars:	\$ 221,442	\$ -	\$ 221,442	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 248,942.00</b>	<b>\$ 1,058.00</b>	<b>\$ 250,000.00</b>	

Indirect As A Percent of Direct

0.4%

Exhibit B-2

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Area Agency of Greater Nashua, Inc.

Financial Management Services: Alzheimer's Disease and Related Disorders Program

Budget Request for: (ARRD)  
 (Name of RFP)

Effective Date of Contractor through June 30,  
 Budget Period: 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	8,208	-	8,208	
2. Employee Benefits	1,888	-	1,888	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	268	-	268	
6. Travel	37	-	37	
7. Occupancy	-	342	342	
8. Current Expenses	-	-	-	
Telephone	-	-	-	
Postage	269	-	269	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	-	-	-	
13. Other: Direct Service Dollars:	85,988	-	85,988	
	-	-	-	
	-	-	-	
	-	-	-	
<b>TOTAL</b>	<b>96,658</b>	<b>342</b>	<b>97,000</b>	

Indirect As A Percent of Direct 0.4%

Contractor Initials: PIP  
 Date: 3/19/14

Exhibit B-3

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Area Agency of Greater Nashua, Inc.

Financial Management Services: NH Family  
 Budget Request for: Caregiver Program  
 (Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 48,737	\$ -	\$ 48,737	
2. Employee Benefits	\$ 11,209	\$ -	\$ 11,209	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,604	\$ -	\$ 1,604	
6. Travel	\$ 96	\$ -	\$ 96	
7. Occupancy	\$ -	\$ 1,604	\$ 1,604	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 1,604	\$ -	\$ 1,604	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other: Direct Service Dollars:	\$ 510,146	\$ -	\$ 510,146	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 573,396</b>	<b>\$ 1,604</b>	<b>\$ 575,000</b>	

Indirect As A Percent of Direct

0.3%

Exhibit B-4

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Area Agency of Greater Nashua, Inc.

Financial Management Services: Alzheimer's Disease and Related Disorders Program

Budget Request for: (ADRD)

(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 27,207	\$ -	\$ 27,207	
2. Employee Benefits	\$ 6,258	\$ -	\$ 6,258	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 896	\$ -	\$ 896	
6. Travel	\$ 54	\$ -	\$ 54	
7. Occupancy	\$ -	\$ 896	\$ 896	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 895	\$ -	\$ 895	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other: Direct Service Dollars:	\$ 284,794	\$ -	\$ 284,794	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 320,104</b>	<b>\$ 896</b>	<b>\$ 321,000</b>	

Indirect As A Percent of Direct

0.3%



**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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



## Exhibit C-1

### 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. **Contract Extension:** This Agreement has an option for two (2) one year extensions to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent 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:

3/19/14

Date

Name: Richard Pizzanelli  
Title: Band Chairman



**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:

3/19/14  
Date

Name: Richard P. ...  
Title: Board Chairman



**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.

3/19/14

Date

Contractor Name:

Name: RICHARD PIETRAMIE

Title: BOARD CHAIRMAN



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

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

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

Contractor Name:

3/19/14  
Date

  
Name: Richard PIERMALLE  
Title: BOARD CHAIRMAN



**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:

3/19/14  
Date

*Richard P. ...*  
Name: Richard P. ...  
Title: BOARD CHAIRMAN



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

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

**Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.



### Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. 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.

### Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. 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.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

#### Termination for Cause

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



**Miscellaneous**

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. 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.
3. 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.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

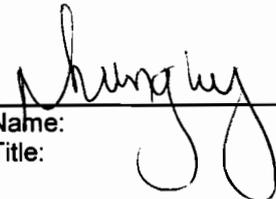
Contractor Name:

3/19/14  
Date

  
Name: RICHARD PISTRAVICE  
Title: BOARD CHAIRMAN

State Agency Name:

3/20/14  
Date

  
Name:  
Title:



**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:

3/19/14  
Date

  
Name: Richard Piccaulle  
Title: Board Chairman



**FORM A**

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

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

NO  YES

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

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

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

NO  YES

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

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

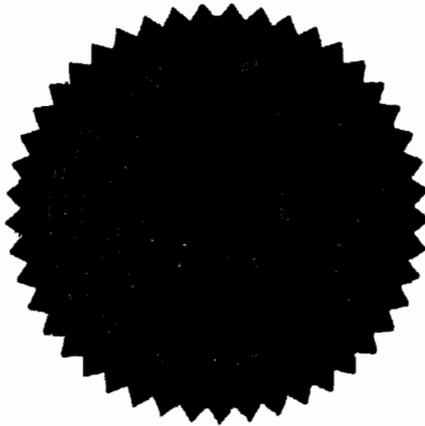
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire nonprofit corporation formed December 12, 1993. 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.



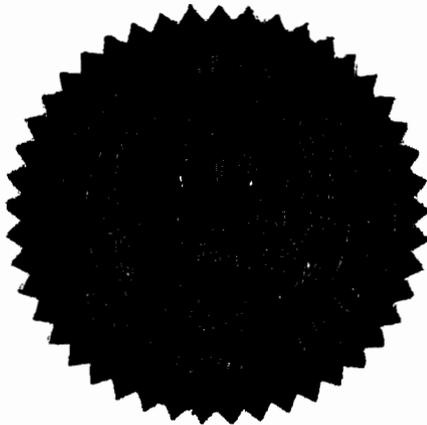
In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of January A.D. 2014

William M. Gardner  
Secretary of State

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gateways Community Services is a New Hampshire trade name registered on March 20, 2008 and that AREA AGENCY OF GREATER NASHUA, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of February, A.D. 2014

William M. Gardner  
Secretary of State

RIP  
3/19/14

# CERTIFICATE OF VOTE

I, **James Leary**, do hereby certify that:

1. I am the duly elected Clerk of Area Agency of Greater Nashua, d.b.a. Gateways Community Services
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **March 7, 2014**.

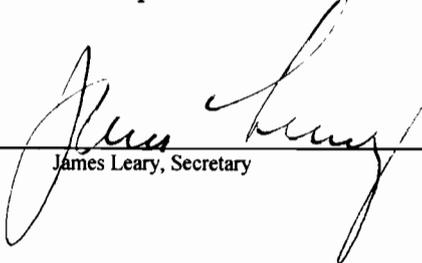
**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services, concerning the following matter:

**To Provide: Elderly and Adult Services**

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

RJ/  
3/19/14

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of: March 10, 2014
  
- 4. Richard Pietravalle is the President/CEO of the Corporation.

  
\_\_\_\_\_  
James Leary, Secretary

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 19 day of 2014.

By James Leary

  
\_\_\_\_\_  
Name: **Jo-Ann Sheehan**  
Title: Notary Public

(Seal)  
(Notary Public)

Commission Expires: 10/16/2018

**JO-ANN J. SHEEHAN**  
Notary Public - New Hampshire  
My Commission Expires October 16, 2018

RIP/3/15/14



# Seelye & Schulz

P.A., Certified Public Accountants

December 20, 2013

Mr. Timothy Leach  
Area Agency of Greater Nashua, Inc.  
144 Canal Street, 1<sup>st</sup> Floor  
Nashua, NH 03063

Dear Tim,

The independent auditors' report on the combined financial statements of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. is qualified as the financial statements do not include the financial statements of the Plus Company, Inc., as required under Generally Accepted Accounting Principles. We also issue a report on the combined financial statements that include all three affiliates. The auditors' report on these financial statements is not qualified.

Area Agency of Greater Nashua, Inc. is considered a high risk auditee under Government Auditing Standards. This is disclosed in the Schedule of Findings and Questioned Costs accompanying the financial statements. The only reason that Area Agency of Greater Nashua, Inc. is considered a high risk auditee is do to the fact that the financial statements that are examined under Government Auditing Standards does not include the financial statements of the Plus Company, Inc. The determination that Area Agency of Greater Nashua, Inc. is a high risk auditee is not related to the internal controls, business procedures or business practices. It is a determination by default if the report is qualified for any reason.

If you have any questions, please call.

Sincerely yours,



Paul E. Seelye, CPA

**AREA AGENCY OF GREATER NASHUA, INC.  
(D/B/A Gateways Community Services)**

**AND AREA AGENCY PROPERTIES, INC.**

**Combined Financial Statements**

**For The Years Ended June 30, 2013 and 2012**



P.A., Certified Public Accountants

## INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying combined financial statements of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc., which comprise the combined statements of financial position as of June 30, 2013 and 2012, and the related combined statements of activities, combined statements of functional support and revenue, and combined statements of functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

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

Our responsibility is to express an opinion on these financial statements based on our 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 of material misstatement. The financial statements of Area Agency Properties, Inc. were not audited in accordance with Government Auditing Standards.

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.

451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**  
COMBINED STATEMENTS OF FINANCIAL POSITION  
June 30, 2013 and 2012

	2013	2012
<b>ASSETS</b>		
<u>CURRENT ASSETS</u>		
Cash	\$ 4,436,185	\$ 1,310,283
Cash-escrow	459,201	442,759
Accounts receivable - Medicaid	1,282,261	3,370,915
Accounts receivable - other	233,452	729,645
Prepaid expenses	131,515	152,047
Refundable deposits	300	300
	6,542,914	6,005,949
 <u>PROPERTY &amp; EQUIPMENT</u> , at cost, net of accumulated depreciation	 2,089,305	 2,221,131
 <u>OTHER ASSETS</u>		
Beneficial interest	28,346	25,674
Deposits	52,539	-
Loan fees, net	574	1,950
	81,459	27,624
	<b>\$ 8,713,678</b>	<b>\$ 8,254,704</b>
<b>LIABILITIES AND NET ASSETS</b>		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 226,161	\$ 49,873
Accounts payable	1,903,767	2,320,349
Other current liabilities	388,192	430,359
Unearned revenue	1,885,610	1,106,458
Client accounts	459,201	442,759
	4,862,931	4,349,798
 <u>LONG-TERM DEBT</u> , net of current portion	 669,820	 894,622
 TOTAL LIABILITIES	 5,532,751	 5,244,420
 <u>NET ASSETS</u>		
Unrestricted	3,157,595	2,985,112
Temporarily restricted	23,332	25,172
	3,180,927	3,010,284
	<b>\$ 8,713,678</b>	<b>\$ 8,254,704</b>

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

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**  
COMBINED STATEMENTS OF CASH FLOWS  
For The Years Ended June 30, 2013 and 2012

	2013	2012
<b>Cash flows provided by (used in) operating activities</b>		
Cash received from public support and other revenue	\$ 39,354,633	\$ 33,587,563
Cash paid to suppliers and employees	(36,045,889)	(34,420,124)
Interest received	543	278
Interest paid	(51,041)	(60,663)
Net cash provided by (used in) operating activities	3,258,246	(892,946)
<b>Cash flows provided by (used in) investing activities</b>		
Capital expenditures	(31,291)	(104,070)
<b>Cash flows provided by (used in) financing activities</b>		
Payments on long-term debt	(48,514)	(44,721)
Deposits paid	(52,539)	-
Net cash used in financing activities	(101,053)	(44,721)
Net increase (decrease) in cash	3,125,902	(1,041,737)
Cash, Beginning of Year	1,310,283	2,352,020
Cash, End of Year	\$ 4,436,185	\$ 1,310,283

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

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**

**COMBINING STATEMENT OF FUNCTIONAL SUPPORT AND REVENUE**

For The Year Ended June 30, 2013

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	2013 Total
Medicaid	\$ -	\$ -	\$ 29,688,502	\$ 2,072,932	\$ 935,684	\$ 69,345	\$ 32,766,463	\$ -	\$ -	\$ 32,766,463
Division of Developmental Services	-	-	301,011	551,304	-	-	852,315	-	-	852,315
Other grants	-	-	92,214	84,630	374,437	-	551,281	-	-	551,281
Client fees	-	-	144,749	-	-	-	144,749	-	-	144,749
ADSP revenue	-	-	-	-	240,168	-	240,168	-	-	240,168
Rental income	-	-	24,121	-	-	-	24,121	366,228	(366,228)	24,121
Interest income	-	-	-	237	-	-	237	306	-	543
Increase in beneficial interest	-	2,854	-	-	-	-	2,854	-	-	2,854
Other revenues	2,751	-	196,171	95,946	192,505	-	487,373	-	-	487,373
Plus services	81,996	-	-	-	-	-	81,996	-	-	81,996
United Way	-	-	3,735	-	9,321	-	13,056	-	-	13,056
Third party insurance	-	-	-	415,520	-	-	415,520	-	-	415,520
Production service revenue	5,789	240	192,860	117,257	-	-	316,146	-	-	316,146
Contributions	-	34,554	23,924	20,451	96,370	-	175,299	-	-	175,299
Management fees	-	-	76,667	-	-	-	76,667	-	(76,667)	-
<b>Total Functional Support and Revenue</b>	<b>\$ 90,536</b>	<b>\$ 37,648</b>	<b>\$ 30,743,954</b>	<b>\$ 3,358,277</b>	<b>\$ 1,848,485</b>	<b>\$ 69,345</b>	<b>\$ 36,148,245</b>	<b>\$ 366,534</b>	<b>\$ (442,895)</b>	<b>\$ 36,071,884</b>

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

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**

**COMBINING STATEMENT OF FUNCTIONAL EXPENSES**

For The Year Ended June 30, 2013

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	2013 Expenses
<b>Personnel Costs</b>										
Salary and wages	\$ 1,118,993	\$ 30,737	\$ 3,552,885	\$ 1,476,261	\$ 1,067,008	\$ 13,669	\$ 7,259,553	\$ -	\$ -	\$ 7,259,553
Employee benefits	331,131	7,434	622,825	268,291	152,283	4,180	1,386,144	-	-	1,386,144
Payroll taxes	86,799	2,425	279,993	118,034	84,022	995	572,268	-	-	572,268
Substitute staff	39,994	1,044	4,671	94	14,466	3	60,272	-	-	60,272
Professional fees and consultants	178	277	401,261	912,343	245,103	-	1,559,162	-	-	1,559,162
Client treatment and services	24,504	-	-	-	-	-	24,504	-	-	24,504
Accounting and auditing	27,200	-	1,966	-	-	-	29,166	-	-	29,166
Legal	214,855	4,467	327,326	88,390	19,206	76,715	730,959	6,365	(6,365)	730,959
Other	23,783	3,568	59,673	19,807	4,579	386	111,796	-	-	111,796
Staff development and training										
Occupancy costs										
Rent	37,472	1,161	282,801	54,592	101,648	1,824	479,498	-	(318,228)	161,270
Mortgage interest	-	-	13,818	-	-	-	13,818	37,223	-	51,041
Electricity and other utilities	7,223	224	38,882	10,523	4,587	352	61,791	-	-	61,791
Maintenance and repairs	8,423	261	53,316	12,346	5,666	410	80,422	152,680	(118,302)	114,800
Real estate taxes	-	-	935	-	-	-	935	22,837	-	23,772
Other occupancy costs	-	-	-	-	-	-	-	2,520	-	2,520
Consumable supplies										
Office	11,331	350	11,386	11,407	5,787	330	40,591	-	-	40,591
Building & household	19,101	64	20,002	17,265	5,153	840	62,425	410	-	62,835
Equipment rental	8,272	256	12,925	12,569	5,413	403	39,838	-	-	39,838
Equipment maintenance	23,292	122	6,175	5,759	4,270	192	39,810	-	-	39,810
Advertising	2,415	2,250	9,608	4,883	2,264	(233)	21,187	-	-	21,187
Printing	1,352	6,258	2,065	4,154	609	32	14,470	-	-	14,470
Telephone	9,885	482	25,040	13,404	11,081	536	60,428	344	-	60,772
Postage	7,898	1,771	12,293	10,771	6,759	360	39,852	-	-	39,852
Transportation	7,267	1,702	198,566	42,257	22,930	303	273,025	4,313	-	277,338
Client services	-	-	211,904	26,617	8,217	-	246,738	-	-	246,738
Insurance	17,733	283	15,549	13,327	6,169	445	53,506	21,298	-	74,804
Membership dues	52,365	12	50,943	42,129	1,772	17	147,238	-	-	147,238
Other expenditures	10,562	13,739	28,073	6,329	6,209	80	64,992	86	-	65,078
Subcontractor	-	-	22,317,534	70,530	16,065	-	22,404,129	-	-	22,404,129
Grants	100	9,472	12,651	25,377	5,450	-	53,050	-	-	53,050
Loss on disposal of asset	-	-	-	-	-	-	-	13,251	-	13,251
<b>Total Expenses</b>	<b>2,092,128</b>	<b>88,359</b>	<b>28,575,066</b>	<b>3,267,459</b>	<b>1,806,716</b>	<b>101,839</b>	<b>35,931,567</b>	<b>261,327</b>	<b>(442,895)</b>	<b>35,749,999</b>
Add: Depreciation & amortization	-	151	32,617	5,523	2,371	171	40,833	110,409	-	151,242
Area Agency Properties expenses	18,285	687	302,977	28,977	15,833	4,977	371,736	(371,736)	-	-
<b>Less: Eliminations</b>	<b>(22,887)</b>	<b>(861)</b>	<b>(356,830)</b>	<b>(36,270)</b>	<b>(19,818)</b>	<b>(6,229)</b>	<b>(442,895)</b>	<b>-</b>	<b>442,895</b>	<b>-</b>
	<b>\$ 2,087,526</b>	<b>\$ 88,336</b>	<b>\$ 28,553,830</b>	<b>\$ 3,265,689</b>	<b>\$ 1,805,102</b>	<b>\$ 100,758</b>	<b>\$ 35,901,241</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,901,241</b>

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

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS

For The Years Ended June 30, 2013 and 2012

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

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

Combined Financial Statements

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

Basis of Presentation

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

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2013 and 2012.

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**  
NOTES TO COMBINED FINANCIAL STATEMENTS  
For The Years Ended June 30, 2013 and 2012

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

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

Statement of Cash Flows

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

Estimates

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

Bad Debts

The Agencies use the allowance method of accounting for bad debts. An allowance of \$63,540 and \$58,325 was required as of June 30, 2013 and 2012, respectively. The allowance is based upon specific identification by management.

NOTE B. PROPERTY AND EQUIPMENT

As of June 30, 2013 and 2012, property and equipment consisted of the following:

	2013	2012
Furniture and equipment	\$ 388,392	\$ 362,317
Land	467,842	467,842
Building and improvements	2,821,791	2,855,142
	3,678,025	3,685,301
Less accumulated depreciation	1,588,720	1,464,170
	\$ 2,089,305	\$ 2,221,131

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**  
NOTES TO COMBINED FINANCIAL STATEMENTS  
For The Years Ended June 30, 2013 and 2012

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NOTE E. CONTINGENT LIABILITIES (Continued)

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

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2013 and 2012, no provision has been made for this contingency.

NOTE F. ADVANCED PAYMENTS

The State of New Hampshire changed its Medicaid billing services provider in 2013. During the time period of the change, the Agency was unable to receive approval for claims or receive timely payment on approved claims. The State of New Hampshire advanced payments for services rendered during the period. The advanced payments totaled \$2,727,559 at June 30, 2013 and were reported as a reduction of accounts receivable.

NOTE G. UNEARNED REVENUE

Unearned revenue consists primarily of the prorated portion of revenue billed under individual care contracts in excess of the amount earned at June 30, 2013 and 2012.

NOTE H. CONCENTRATION OF RISK

The Area Agency of Greater Nashua, Inc. maintains accounts at two banks. Cash at one of these institutions totaled \$5,004,909 and \$2,055,193 as of June 30, 2013 and 2012, respectively. The account was insured by the Federal Deposit Insurance Corporation without limit from December 31, 2010 through December 31, 2012 as it is a non-interest bearing account. As of June 30, 2013, \$4,754,909 was uninsured.

The Agency received 93% of its revenue through contracts with the State of New Hampshire in 2013 and 2012. The federal government, through the Medicaid program, provided 91% of these funds for each year.

NOTE I. AFFILIATES

Area Agency of Greater Nashua, Inc. controls, through a majority representation on the board, one other not-for-profit organization. The Organization

**AREA AGENCY OF GREATER NASHUA, INC.  
AND AREA AGENCY PROPERTIES, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS

For The Years Ended June 30, 2013 and 2012

NOTE J. FUNDS HELD BY OTHERS (Continued)

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

No contributions were made to the fund for the years ended June 30, 2013 or 2012. There was no distribution in the current year or prior year. The market value of the fund assets was \$28,346 on June 30, 2013, and \$25,674 on June 30, 2012.

NOTE K. NET ASSETS TEMPORARILY RESTRICTED

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

Special Purpose Restrictions:	<u>2013</u>	<u>2012</u>
TD Bank PIH	\$ 3,059	\$ 1,349
FS Recreation Program	2,506	4,536
Home/Vehicle Modification	-	1,309
Speedway Children's Charities	-	2,800
Transition Model	5,371	5,700
Alexander Eastman	3,682	5,263
Epic Man - Mission Possible Grant	3,990	3,990
First Church of Nashua	225	225
City of Nashua - Home Safety	1,999	-
Rotary Club ABSP	2,500	-
	<u>\$ 23,332</u>	<u>\$ 25,172</u>

**AREA AGENCY OF GREATER NASHUA, INC.**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
For The Years Ended June 30, 2013 and 2012

NOTE M. FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

Beneficial Interest in the Foundation

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

The following tables present the Club's fair value hierarchy for the investments as of June 30, 2013 and 2012.

	2013			
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Foundation	\$ 28,346	\$ -	\$ 28,346	\$ -

	2012			
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Foundation	\$ 25,674	\$ -	\$ 25,674	\$ -

NOTE N. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Subsequent to June 30, 2013, the Agency refinanced one of its notes payables that had a balloon payment due November 17, 2013. The total amount refinanced was \$185,000 with a term of ten years and an interest rate of 4.55%.

Management has evaluated events through December 18, 2013, the date that the financial statements were available to be issued.



P.A., Certified Public Accountants

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  
Area Agency of Greater Nashua, Inc.  
Nashua, New Hampshire

We have audited the combined financial statements of Area Agency of Greater Nashua, Inc., which comprise the combined statement of financial position as of June 30, 2013, and the related combined 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 December 18, 2013. 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. The financial statements of Area Agency Properties, Inc. were not audited in accordance with *Government Auditing Standards* and accordingly this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with Area Agency Properties, Inc. We have expressed a qualified opinion on the financial statements due to the exclusion of the financial statements of an affiliate.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Area Agency of Greater Nashua, Inc.'s internal control over financial reporting 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 Area Agency of Greater Nashua, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency'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



P.A., Certified Public Accountants

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  
Area Agency of Greater Nashua, Inc.  
Nashua, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, Inc.'s major federal programs for the year ended June 30, 2013. Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, 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 Area Agency of Greater Nashua, Inc.'s compliance.

451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900

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.

*Seelye : Seelye PA CPA*

Seelye & Schulz, P.A.  
Certified Public Accountants  
Nashua, New Hampshire  
December 18, 2013

**AREA AGENCY OF GREATER NASHUA, INC.,**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**MAJOR FEDERAL AWARD PROGRAMS AUDIT**  
For The Year Ended June 30, 2013

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FINDING – FINANCIAL STATEMENT AUDIT

None.

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARDS

None.

JUNE 30, 2012 FINDINGS

None.



### ***Corporate Mission***

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

**GATEWAYS COMMUNITY SERVICES  
BOARD OF DIRECTORS**

Updated January 10, 2014

**Executive Committee**

<p><b>Rich Pietravalle* - Chair (1997)</b> 23 Russell Ave., Nashua, NH 03060 (w) (781) 271-7994 (h) 595-8267 (c) (603) 498-5029 Email: <a href="mailto:rpietravalle@mitre.org">rpietravalle@mitre.org</a> or <a href="mailto:richp@alum.mit.edu">richp@alum.mit.edu</a></p>	<p><b>Ed Carter – Vice Chair (2008)</b> 40 Salem Road, Atkinson, NH 03811 (c) (781) 799-1188 (h) (603) 489-2321 E-Mail: <a href="mailto:edcartercpa@yahoo.com">edcartercpa@yahoo.com</a></p>
<p><b>James Leary (2006) - Secretary</b> 5 Crestwood Ct., Amherst, NH 03031 (w) 546-4927 (h) 673-3744 Email: <a href="mailto:jleary@courts.state.nh.us">jleary@courts.state.nh.us</a></p>	<p><b>Joe Gamache* (2009) - Treasurer</b> 10 Mt. Laurels Drive Unit 506, Nashua, NH 03062 (h) (603) 459-8103 Email : <a href="mailto:jgamache@team345.com">jgamache@team345.com</a></p>

**DIRECTORS EMERITUS**

<p><b>Harold Acres - (1981)**</b> 6 Knowlton Road. Nashua, NH 03063 (h) 603-889-4806</p>	<p><b>John Howard* (1993) (manufacturing)</b> 7 Sharon Avenue, Merrimack, NH 03054 (w) 978-433-6911 (h) 603-424-5347 Email: <a href="mailto:multibag@aol.com">multibag@aol.com</a></p>	<p><b>Robert Purcell (1989) (electronics)</b> 16 Candlewood Dr., Amherst, NH 03031 (w) 429-1900, x303 Fax: 429-1001 Email: <a href="mailto:bobp@brevan.com">bobp@brevan.com</a></p>
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**DIRECTORS**

<p><b>Carol Bambrick* (1995)</b> 9 Roberge Dr., Amherst, NH 03031 (h) 673-9235 (education) Email: <a href="mailto:cbambrick723@gmail.com">cbambrick723@gmail.com</a></p>	<p><b>Craig Beck* (2007)</b> 108 Monarch Avenue, Goffstown, NH 03045 (w) (603) 577-4284 (h) (603) 641-5814 Email: <a href="mailto:Craig.W.Beck@Hitchcock.org">Craig.W.Beck@Hitchcock.org</a></p>
<p><b>Ken Coleman* (2007)</b> 79 Peaslee Road, Merrimack, NH 03054 (w) (603) 889-1119 (h) (603) 424-0454 Email: <a href="mailto:kcoleman@tccus.com">kcoleman@tccus.com</a></p>	<p><b>Peggy Gilmour (2011)</b> 126 Depot Road, Hollis, NH 03049 (h) 603-465-2336 Email: <a href="mailto:peggilmour@aol.com">peggilmour@aol.com</a></p>
<p><b>Helen Honorow (2009)</b> 161 Kinsley Street Nashua, NH 03060 (w) (603) 883-0474 (f) (603) 886-8625 Email: <a href="mailto:hhonorow@barrylawoffice.com">hhonorow@barrylawoffice.com</a></p>	<p><b>Joseph Marshall* (1993) (electronics)</b> 23 Gendron St., Nashua, NH 03062 (h) 883-5635 Email: <a href="mailto:joseph.f.marshall@comcast.net">joseph.f.marshall@comcast.net</a></p>
<p><b>Thomas McCartney (2011) (Business Owner)</b> 14 Appleton Way, Amherst, NH 03031 (h) 603-672-5229 (retired) Email : <a href="mailto:tjinhollis@aol.com">tjinhollis@aol.com</a></p>	<p><b>Jim McKenna (2007)</b> St. Joseph Hospital 172 Kinsley Street, Nashua, NH 03061-2013 (w) (603) 882-3000 ext. 67601 Email : <a href="mailto:jmckenna@sihn.org">jmckenna@sihn.org</a></p>
<p><b>Tim McMahon (2005/2009)</b> 14 Birchwood Drive, Merrimack, NH 03054 (w &amp; h) 603-424-3387 Email : <a href="mailto:tim@timmcmahon.us">tim@timmcmahon.us</a> or <a href="mailto:mcmahonww@gmail.com">mcmahonww@gmail.com</a></p>	<p><b>Richard Quinlan* (1989)</b> PO Box 1560, New London, NH 03257 (h) 603-877-0211 (retired) Email: <a href="mailto:poppygam@msn.com">poppygam@msn.com</a></p>
<p><b>Marc Sadowsky (2013)</b> 36 Columbia Avenue Nashua, NH 03064 (h) 603-595-1586 (w) 978-687-2321 <a href="mailto:marcsadowsky@comcast.net">marcsadowsky@comcast.net</a></p>	<p><b>James Testaverde (2011)</b> Nashua Police Department Panther Way, PO Box 785, Nashua, NH 03061 (w) 603-589-1659 (c) 321-0427 Email: <a href="mailto:TestaverdeJ@NashuaPD.com">TestaverdeJ@NashuaPD.com</a></p>
<p><b>Mark Thornton* (2007)</b> 20 Glen Drive, Nashua, NH 03062 (h) (603) 882-7005 Fax: (603) 883-6568 Email: <a href="mailto:thornton49@aol.com">thornton49@aol.com</a> or <a href="mailto:thorntonm@qnmhc.org">thorntonm@qnmhc.org</a></p>	

\* indicates consumer

\*\*notify for annual meetings only

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandy Pelletier	President/CEO	\$149,999.98	0	0
Tim Leach	CFO	\$88,082.28	0	0

**SANDRA B. PELLETIER**

Gateways Community Services, 144 Canal Street, Nashua, NH 03064 | (603) 882-6333 | [spelletier@gatewayscs.org](mailto:spelletier@gatewayscs.org) | [www.gatewayscs.org](http://www.gatewayscs.org)

**PROFESSIONAL SUMMARY**

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

**EDUCATION**

Leadership New Hampshire Certificate Intensive 10-month statewide leadership development program (seminar format)	1994
Anitoch College Management Institute, Keene, NH Certificate Management of Non-Profit Agencies	1983
University of New Hampshire, Durham, NH M.Ed. Developmental Disabilities	1979
University of Maine, Orono, ME B.A. Speech Pathology Summa Cum Laude, Phi Beta Kappa	1977

**PERSONAL AWARDS**

Easter Seals Special Achievement in the area of developmental services	2003
"Citizen of the Year" designate, The PLUS Company, Nashua, NH	2001
Recipient, "Book of Golden Deeds Award" from the Nashua Exchange Club	1991
Recipient, "Distinguished Service Award in the field of Developmental Disabilities", New Hampshire Developmental Disabilities Service Providers	1989

**CORPORATE AWARDS**

Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University	2012
Recipient of "The Walter J. Dunfey Award for Excellence in Management" from the New Hampshire Charitable Foundation – The Corporate Fund	1990

**EXPERIENCE**

Gateways Community Services, Nashua, NH  
**President/CEO** 1983 - Present

Oversees a \$38 million private non-profit corporation, recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elder in need of long term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State's general funds, Federal Medicaid billings, Insurance dollars and Development dollars

Manages Two Subsidiary Corporations/Organizations:

- The PLUS Company, Inc. a 9 million dollar residential and vocational provider for 200 students and adults with disabilities in need of support services, in New Hampshire and Northern Massachusetts
- Area Agency Housing Corporation, a property holding company

**Community Support Network, Inc. (CSNI), Concord, NH  
President of the Board/Founder**

**1995 – 1998  
2004 – 2006  
2011 – 2013**

Executive Board member of a formal alliance of ten area agencies whose network, with revenues totaling approximately \$136 million dollars, is governed by a board of directors comprised of the Executive Directors of each of the area agencies. CSNI is an organizational tool designed to achieve continuing improvements in operating economies – quality of services, integration and innovation – while accessing needed resources to meet expanding community needs.

**The PLUS Company, Nashua, NH  
Deputy Director**

**1981 - 1983**

A provider of residential and supported work programs for the disabled, PLUS Company manages and oversees development of the newly created Area Agency system, mandated by the State of New Hampshire (in lieu of services provided by the now de-institutionalized Laconia State School for residents) to create, maintain and grow local resources for individuals who are developmentally disabled.

**BOARD MEMBERSHIPS**

**Endowment for Health Foundation – President of the Board  
Endowment for Health Foundation- Vice Chair of the Board  
Rotary of Nashua West  
The PLUS Company, Nashua, NH  
CSNI, Concord, NH (founding Board Chair)  
Present Regional Special Education Consortium, Amherst, NH**

**2012 - Present  
2008 – 2012  
2002 - Present  
1996 - Present  
1995 - Present  
1992 - Present**

**TIMOTHY A. LEACH, C.P.A.**  
144 Canal Street, Nashua NH 03064

(603) 882-6333  
[tim.leach11@gmail.com](mailto:tim.leach11@gmail.com)

### **CHIEF FINANCIAL OFFICER**

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

### **SUMMARY OF QUALIFICATIONS**

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

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

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

### **SELECTED ACCOMPLISHMENTS**

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

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

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

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

## PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH

2003 – present

### Chief Financial Officer

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

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

2001 – 2003

### Senior Finance Manager

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

### Senior Accountant

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

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

1989-2000

### Accounting Manager

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

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH

1988-1989

### Senior and Staff Accountant

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

## EDUCATION

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

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

## LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

## ASSOCIATIONS/AFFILIATIONS

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

## Donna M Laflamme

### Employment Objective

A financial position utilizing analytical, problem-solving and organizational skills to contribute to the success of the organization.

### Skills and Summary of Qualifications

- 17 plus years accounting and financial experience
- P&L management
- Financial report development
- Ability to perform functions with accuracy
- Ability to analyze financial data
- Excellent problem solving skills
- Ability to prioritize work efficiently across a wide range of responsibilities
- Excellent organizational skills

### Experience

#### Gateways Community Services Nashua, NH

1998 to Present

Fiscal Management Operations Manger

- Responsible for all day to day operations for fiscal management and employer or record program
- Monthly reporting to all participants in program including clients, county and state offices
- Responsible for integrity of all financial information in the fiscal management program

Assistant Controller

- Hands on manager responsible for day to day supervision of accounts receivable.
- Responsible for monthly financial close, analysis and preparation of financial reports.
- Prepare monthly, quarterly and annual reports for government agencies
- Assist in annual budget development.
- Special projects as assigned

#### Lexington Furniture Company, Billerica, MA

1997 to 1998

Accounting Assistant

- Responsible for various accounting functions including accounts payable, accounts receivable and general ledger entries
- Provided administrative assistance to Vice President of Operations
- Customer service

#### Pelham Bank and Trust Company, Pelham, NH

1989 to 1997

Staff Accountant

- Responsible for daily reconciliation of general ledger
- Responsible for daily cash position of bank and funding various corporate accounts
- Responsible for all aspects of accounts payable function
- Reconciled fixed assets, prepaid expenses and corporate accounts
- Prepared financial statements
- Customer service

### Education

University of Massachusetts - Lowell, Lowell, MA  
Bachelor of Science in Management with MIS concentration

**Computer Experience**

Microsoft Office Package, Solomon Accounting Package, FRx Report Writer

## Danielle M. Fuller

**OBJECTIVE:** To serve in a Human Resources professional role as a business partner to maximize human capital in strategic business plans and initiatives.

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### PHR Certified

Employee Relations	Recruitment & Staffing	Benefits Administration
HR Management	Payroll/HRIS	Reduction in Force
Performance Management	Workers Compensation	P & L/Budget Responsibilities
Employee Communications	Safety/Asset Protection	Sales/Service Management
Employee & Management Training	Organizational Development	Employment Law/Compliance

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#### DIRECTOR OF HUMAN RESOURCES The Premier Companies

June 2002 – present  
Bedford, New Hampshire

*d.b.a.* C.R. Sparks Restaurant & Bar, Premier Catering, Inc., The Event Center, Hanover Street Chophouse, Precom Services, Stelex Corporation/Vermont, Premier Sports Services/Massachusetts

As a part of the senior management team, aligning human resource programs with business goals among a customer-focused workgroup of 300+ employees to achieve excellence in service and performance. As a sole HR generalist, executing Human Resources action plans for all company operations; recruitment & staffing, employee relations, compensation & payroll, benefits-health/dental/401K, recognition, safety, management and employee counseling, training and development. Headquarters based in New Hampshire with locations in Vermont and Massachusetts.

- Designed and facilitate Manager's Tool Kit; a resource guide for managers from hiring, coaching, recognition and performance evaluations to effective terminations.
- Successfully managed a recruiting and training plan for a start up fine dining restaurant operation with 80 employees.
- Write, design and edit monthly newsletter to enhance employee communication at all locations.

#### HUMAN RESOURCES MANAGER SEARS, Roebuck & Co.

July 1999 – June 2002  
Nashua, NH

- Provide broad HR generalist support for over 300 exempt and non-exempt employees; supervising 2 staff members.
- Created and supported a climate of continuous learning and assist with identifying opportunities for development for managers and hourly associates.
- Executed and implemented change management initiatives to meet corporate objectives.
- Executed E-Learning training initiatives.

#### STORE TRAINER

Part-time position with SEARS, Roebuck & Co.

August 1998 – May 1999  
Manchester, NH

- Increased employees' and management's completion of 8-week new hire training goals to enhance store operations and reduce turnover.
- Introduced a recruitment strategy to obtain full employment in retail setting.

#### TRAINING & ORGANIZATION DEVELOPMENT ASSISTANT Parametric Technology Corporation

October 1998 – July 1999  
Waltham, MA

- Launched and managed computer-based technical and management skills program "CyBerTrain" to a worldwide/international employee population via the company's intranet.
- Designed and developed HR Communications sites for company's intranet including global diversity and protocol.
- Received the "Award for Excellence" for contributions to the organization within first six months of employment.
- Certified PTC Trainer; Negotiation Skills and Effective Communications

#### CONSULTANT

Adirondack Consulting

August 1997 – July 1998

- Provided consultative services to small and medium sized companies in the arena of human resources, training and organizational effectiveness to meet strategic business plans and initiatives.

Kelly Services, Inc.

NOVEMBER 1987 – JULY 1997

Starting with this international Fortune 500 staffing services company in Albany, NY, relocating to Nashville, TN in September 1990

**OPERATIONS MANAGER** -- Nashville City Group

April 1996 – July 1997

**SERVICE MANAGER** – Southeast Region

January 1995 – March 1996

**SERVICE MANAGER** – Nashville Branch

September 1992 – December 1994

**SENIOR SUPERVISOR /HUMAN RESOURCES COORDINATOR** – Albany/Nashville

1987-1988, 1990-1992

**SENIOR ACCOUNT REPRESENTATIVE**- Albany Branch

1988-1990

- Developed, designed and executed creative Recruiting and Retention programs for both exempt and non-exempt personnel for office clerical, managerial, IT/IS professionals, technical support and light industrial employees.
- Consistently reduced as well as processed and maintained unemployment and worker's compensation claims.
- Developed and administered temporary employees' health and medical benefits.
- Lead, trained and coached a staff of four (4) Human Resources Coordinators and two (2) Recruiters.
- Developed and facilitated on-going strategic regional training programs including management, sales and service staff to meet core business needs.
- Facilitated employment law training sessions with human resource staff.
- Planned, analyzed and managed operational P&L reports—key in assisting staff and management to identify and set objectives to deliver profitable business solutions.
- Improved operational processes and increased the quality initiative resulting in effective cost-saving management of resources.
- Executed start-up human resources initiatives on call center, mail operations and data entry outsourcing projects.
- Successfully transitioned licensee branch operation back to a corporate holding.
- Researched market potential and successfully re-opened an outlying branch office realizing an increase of 20% in sales within 2 months.
- In 1996, increased sales of managed accounts by 42%.
- Participated in contract negotiations to create "win-win" working partnerships.
- Generated sales to a regional \$7million+ staffing operation.

#### **OFFICE ADMINISTRATOR**

1986 – 1987

Career Advancement Group

Jameson Associates

- Career Advancement Group, an executive outplacement firm, was formed when Jameson Associates closed its operations.
- Overall Office Management which included researching employment trends, designing resumes and developing employment workshops.

#### **EDUCATION**

Middle Tennessee State University – Human Resources Management Certification

1997

State University of New York @ Albany – B.S. Industrial Relations

1985

State University of New York @ Oswego – Major: Secondary Education

1981-1982

Various Professional Development Seminars which include topic areas;

Employment Law, Negotiation, Conflict Resolution, Creative Training Techniques,  
OSHA & Workers Compensation, Effective Recruitment & Retention, Six Sigma,  
Business Operational Management, Customer Service & Strategic Leadership

#### **PROFESSIONAL AFFILIATIONS**

Society of Human Resources Management Member

--President; Greater Nashua Human Resources Association 2004 – 2005

Developed website; [www.gnhra.org](http://www.gnhra.org)

Former Member of the American Society for Training & Development

--New Hampshire Chapter 1999/2000

--ASTD Middle TN Chapter; 1997 & 1998 Vice President of Programs

#### **SOFTWARE SKILLS**

MS Office; Word, Excel, PowerPoint, Access, Publisher, Outlook, ADP Payroll, Report Smith, PeopleSoft, Basic HTML

# Amy Raulerson

## PROFILE

Self motivated professional with over seven years of retail leadership experience. Strengths include communication and administration of policies and procedures, as well as employee training. I have a passion for working with people and building relationships and I am seeking a human resource role in which I can utilize my strengths to better myself and my employer.

## AREAS OF EXPERTISE

Staff Recruitment & retention  
HR Policies and Procedures

Employee Relations Orientation/onboarding  
Training & development

Mediation and advocacy  
Performance management

## EDUCATION

Southern New Hampshire University

**Master of Business Administration / Human Resource Management**  
GPA- 3.19

Fall 2013

Southern New Hampshire University

**Bachelor of Science Business Studies / Organizational Leadership**

GPA- 3.33  
Honor Roll

Summer 2010

## EXPERIENCE

Best Buy, Manchester NH

**Connectivity Sales Manager**

2003-Present  
August 2012 - Present

- Create and sustain positive customer and employee relations
- Implement business group strategies
- Analyze business results
- Create and communicate gap management plans
- Develop the sales supervisor team

**Human Resources Intern**, Community Bridges

June 2012-September 2012

- Revised all company job descriptions under the new format and updated with new requirements
- Provided assistance to HR staff with preparing training materials, recruitment, organization and special projects as assigned
- Responded to communication from supervisors, applicants and other employees in a timely manner
- Attended meetings and trainings as assigned

**Operations Manager**

December 2009 - August 2012

- Facilitated the stores hiring process: phone screening, interviewing, job offering, new hire training
- Maintained recruiting files and employee files in accordance with state and company specifications
- Forecasted revenue weekly and communicated forecast to store management for schedule planning
- Bookkeeping for SG&A accounts
- Coached and trained associates to drive sales and financial results

**Operations Supervisor**

September 2007- December 2009

- Ensured the team delivered the highest level of customer service
- Drive sales and financial results through coaching associates on selling techniques
- Facilitated department trainings
- Directly supported the Operations manager in daily tasks
- Routinely solved customer issues

## **Vicki L Doubleday**

### **Summary:**

I have a variety of experience within several areas. I have worked in Banking, Telecommunications & other companies. I have experience with payables, receivables and other aspects of accounting. I am a team player and very detail-oriented. Technical skills include Microsoft Word, Excel, QuickBooks, Platinum and SAP operating systems.

### **Experience:**

**Gateways Community Services, Nashua, NH** 2011-Present  
**Transitions in Care Giving - Regional Agent**

Travel to Caregiver's location to Administer Gateways HR orientation and provide Caregivers with Supervisor Training.

- Set up appointments to meet with Caregiver and their potential Employee(s).
- Administer Gateways HR orientation and assure proper paperwork is filled out and signed appropriately.
- Provide Supervisor Training.
- Provide contact names and numbers of Gateways Community Services contacts.
- Forward paperwork to Gateways Community Services home office in Nashua.

**TDS TELECOM (FORMERLY MCT TELECOM), Contoocook, NH** 1989-2009  
**Customer Sales & Service Assistant ( July 1989 – April 1998 & May 2002 – August 2009)**

Provided assistance to customers with their telephone, cable television, internet and Dish Network questions and/or needs.

- Corresponded with customers so they could better understand their services and what was available to them.
- Set up appointments for Telephone and Internet installation. Also went through application for Dish Network Service to set up installation.
- Balanced and submitted daily deposits from payments taken in the office and depository
- Helped less experienced co-workers in understanding their job responsibilities.

**Accounting Assistant (1998-2002)**

Prepare financial statements, as well as responsible for general ledger reconciliation for telecommunications and cable television companies.

- Implemented new carrier access billing system, resulting in increased billable services and efficiency.
- Reduced co-workers' workloads by taking on more job responsibilities, giving them more time to devote to other projects.
- Updated procedures for month-end closing so others could take over and complete the process when I was not available.
- Converted cash receipts to a new system, enabling it to be downloaded for closing easier and more efficiently.

**Hopkinton State Fair Association, Contoocook, NH**  
**Office Assistant (Seasonal Part Time)**

2004-2009

Provide support to Assistant to Board of Directors.

- Throughout the year coordinate and process vendor applications, billing, payments and sending their contracts to be signed and returned.
- Update mapping for vendor locations.
- Answering calls with general information throughout the year.
- Create and submit banking deposits.
- Input A/R & A/P info into Quickbooks.
- Assisting with all departments as needed.

**Robert's Landcaping, Webster, NH**  
**Custodian (Part time)**

1997-2007

Performed custodial work for major businesses and town offices

**New Hampshire International Speedway, Loudon, NH**  
**Banker (Seasonal Part Time)**

1989-1997

Received, verified and prepared cash receipts for deposit during race weekends.

**Bank of New Hampshire, NA, Contoocook, NH**  
**Head Teller (Full time)**

1985-1989

Responsibilities included verifying cash, making deposits and withdrawals' from various accounts. Opening and closing and balancing checking, savings, money markets, certificate of deposits and IRA Accounts. Balancing cash drawers, and cash and coin vault. Supervise and assist less experienced tellers in their job responsibilities.

**Town of Hopkinton, Contoocook, NH** 1984-1985  
**Clerical Assistant (Part Time and Summer)**

Clerical Assistance to the Town Clerk and Tax Collector. Duties included preparing various applications, permits, licenses and registrations. Issued birth and death certificates, motor vehicle plates and decals for the State of New Hampshire. Balanced cash drawer and prepared deposits for the State of New Hampshire and Town of Hopkinton. Accepted various tax payments, issued receipts and maintained logs.

**Crathern Engineering Co., Contoocook, NH** 1983-1984  
**Executive Secretary Assistant (Part Time and Summer)**

Prepared written correspondence to national businesses and kept updated list of companies and their executives with which we did business. Responsible for filing, telephone surveys with clients and inquiries, prepared written correspondence for Sales Representatives. Also assisted in coordination and collation of brochures for National Trade Shows.

### **Education:**

New Hampshire Technical Institute, Concord, NH  
Accounting I, Accounting II, PC Applications, Spreadsheets and Medical Terminology

Diploma, Hopkinton High School, Contoocook, NH

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## **Donna M. Waring**

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**Objective:** To obtain a public relations or service position in an environment with potential for growth and increased responsibility based upon performance.

**Education:**

**Southern NH University**, Manchester, NH  
Bachelors Degree in Education; May 17, 2008  
*Alpha Chi National Honor Society; Presidents List 2007/2008; Summa Cum Laude;*  
**Franklin Pierce College**, Rindge, NH  
Associates Degree in Business Management; May 1995

**Work History:**

**McDonough Elementary School**, Manchester, NH 03104 (May 12, 2008 – June 19, 2009)  
**Long Term Substitute**

Worked with special needs students in special education and provided individual education assistance for approximately 30 students with IEP's. Supported and modified instruction in reading, writing and mathematics. Supported and reinforced the English language to students whose primary language at home was not English. Created and implemented lessons for students in accordance with the NH GLE's and Manchester school curriculum. Worked closely with classroom teachers to keep students on task with their classroom studies.

**Broken Ground Elementary School**, Concord, NH 03301 (January 2008 – May 2008)  
**Student Teacher**

Managed and assumed all responsibilities for a third grade classroom including lesson plans, assessments, communication with parents and staff meetings.

**MCT/TDS Telecom**, Contoocook, NH (August 1998 – January 2008)

**Customer Sales, Service and Repair Advisor**

Maintain quality customer service in a nation wide company by assisting customers in sales, products, and bill inquires for telecommunication and internet products. Took and managed telephone and DSL troubles, followed up with customers and repair technicians then closed trouble tickets.

**Universal Packaging Corporation**, Bow, NH (December 1995 - August 1998)

**Plant Payroll and Benefits Administrator**

Responsibilities included administrating weekly payroll for approximately 200 employees. Responsible for new employee orientation including explanation of all benefits and enrollment into health, dental and life insurance. Handled and maintained disability claims and confidential employee files.

**Pats Peak Ski Area**, Henniker, NH (April 1994 – November 1995)

**Office Manager/Function Coordinator**

Responsible for all accounts receivable, payable and payroll, including daily receipts and deposits. Maintained all employee benefits and files. Supervised and scheduled employees in a day to day fast paced operation. Continually maintained public relations with customers and schools. Planned and attended regional ski shows. Booked and assisted in

**Ski School Office Manager** (September 1989 – April 1994)

Responsibilities included administrating payroll and making daily deposits. Supervised and trained employees in selling, booking and scheduling lesson sales. Responsible for all communications and sales for a “Learn to Ski” program for approximately 6500 students in 87 area schools. Visited all schools and performed presentations on the “Learn to Ski” program.

**Computer Skills:**

Windows, Word Perfect, Excel, Power Point and Microsoft Office Suite. ADP Total Time and Kronos Timekeeper Central accounting/payroll software.

**Community Contributions:**

**Warner Fall Foliage Committee** (October 2003 – Present) *Volunteer*

**Hillsboro Youth Athletic Association** (February 1993 – September 1998) *Soccer Director 5 years; Basketball Director 1 year; Baseball/Softball Director 2 years.*

**New England College; Assistant Softball Coach** (February 1998 – April 2000)

**Kearsarge Women’s Softball League** (April 1992 – August 2006) *League president 5 years.*

**Independent Telephone Pioneer Association** (September 1998 – January 2008)

**Personal References:**

**Melissa Donovan**                      **Customer Service Agent; TDS Telecom**                      **(W) 603 746-9533**

**Tammy Eccard**                      **Director of Human Resources; Sheehan, Phinney, Bass & Green, Attorneys at Law**                      **(W) 603 627-8184**

**Susan Deuse**                      **Special Education Teacher**                      **(H) 603 464-5137**

Linda M Annis  
6 Suncook Terrace  
Merrimack ,NH 03054

I have been the working field many years. I have always done something in the Finance field. I worked many years doing Accounts Receivable, Manager of the Accounts Payable Department.

Fulcrum Associates  
Jan 1 2006 – April 2007

Gateways  
May 2007- Present

I do the Accounts Payable for The PLUS Company and Area Agency Properties.

These duties are:

- 1.Process all vendor invoices
2. Reconcile vendor statements.
3. Prepare invoices for payment do the check runs.

I was hired at Gateways as an Accounts Payable Processing Specialist. I have been part of the Transitions in Caregiving team since we started here at Gateways. I maintain the spreadsheet and prepare paperwork for payments. I also call caregivers with questions and problems with timesheets.

I graduated from the New England Conservatory of Music with a degree in Music Education.