



**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

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to exercise a renewal option to an existing Agreement with Area Agency of Greater Nashua, Inc. (vendor # #155784), 144 Canal Street, Nashua, New Hampshire, to continue providing Financial Management Services by managing caregivers' expenses and payments for respite services and supports to care for their family members at home, by increasing the price limitation by \$1,120,000 from \$1,243,000 to \$2,363,000, and extending the completion date from June 30, 2015 to September 30, 2016, effective July 1, 2015 or on the date of Governor and Council approval, whichever is later. The Agreement was approved by Governor and Executive Council on April 9, 2014 (Item #46). 48% Federal Funds and 52% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust line item amounts and encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified, 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**

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	570-500928	Family Caregiver	\$250,000	\$0	\$250,000
2015	570-500928	Family Caregiver	\$575,000	\$0	\$575,000
2016	570-500928	Family Caregiver	\$0	\$575,000	\$575,000
2017	570-500928	Family Caregiver	\$0	\$143,750	\$143,750
Subtotal			\$825,000	\$718,750	\$1,543,750

**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**

State Fiscal Year	Class/Object	Class Title	Current Budget Amounts	Increase/Decrease Amounts	Revised Budget Amounts
2014	502-500891	Payments to Providers	\$97,000	\$0	\$97,000
2015	502-500891	Payments to Providers	\$321,000	\$0	\$321,000
2016	502-500891	Payments to Providers	\$0	\$321,000	\$321,000
2017	502-500891	Payments to Providers	\$0	\$80,250	\$80,250
Subtotal.			\$418,000	\$401,250	\$819,250
Grand Total			\$1,243,000	\$1,120,000	\$2,363,000

EXPLANATION

The Contractor will continue to provide 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 up 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. An evaluation team evaluated and scored the proposal and recommended this bidder for contract.

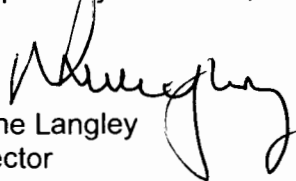
This Agreement includes an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council. This amendment exercises fifteen (15) months of the renewal option.

Area Served: Statewide

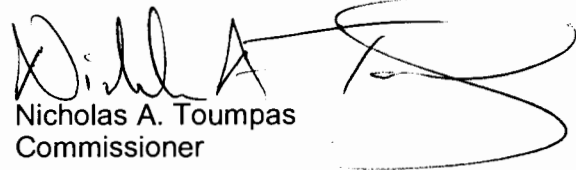
Source of Funds: 48% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Family Caregiver Program, Title III, Catalog of Domestic Assistance #93.052 and Federal Award Identification Number # 15AANHT3FC and 52% General Funds

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



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Financial Management Services Contract

This 1st Amendment to the Financial Management Services contract (hereinafter referred to as "Amendment #1") dated February 25, 2015, is between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Agency of Greater Nashua, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 144 Canal Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 9, 2014 (item #46), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified: and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, this Agreement has 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; and

WHEREAS, the parties agree to extend the Contract completion date by an additional fifteen (15) months and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
September 30, 2016
2. Form P-37, General Provision, Item 1.8, Price Limitation to read:
\$2,363,000
3. Form P-37, General Provision, Item 1.9, Contracting Officer for State Agency, to read:
Eric D. Borrin, Director of Contracts and Procurement
4. Form P-37, General Provision, Item 1.10, to read:
(603) 271-9558

5. Exhibit B, Item 5 to read:

Payment for contracted services will be made on cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 through Exhibit B-8. 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 the Department in accordance with applicable state and federal laws and regulations.

6. Exhibit B, Item 8 to read:

Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through B-8 budget, to adjust line item amounts

MJP
3/6/15



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.

7. Add Exhibit B-5, Exhibit B-6, Exhibit B-7 and Exhibit B-8.
8. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
9. Delete Exhibit C-1 Revisions to General Provisions, and replace with Exhibit C-1 Amendment #1 Revisions to General Provisions.
10. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

MP
3/6/15

New Hampshire Department of Health and Human Services
Financial Management Services



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

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

State of New Hampshire
Department of Health and Human Services

3/24/15
Date

Diane Langley
Director

Area Agency of Greater Nashua, Inc.

3/6/15
Date

NAME
TITLE

Benjamin
BOARD CHAIR

Acknowledgement:

State of New Hampshire, County of Hillsborough on March 6, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jo-Ann J. Sheehan
Name and Title of Notary or Justice of the Peace

JO-ANN J. SHEEHAN
Notary Public - New Hampshire
My Commission Expires October 16, 2013

AP
3/6/15



**New Hampshire Department of Health and Human Services
Financial Management Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 3/24/15

[Signature]
Name: Megan A. Foddy
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

LIP
3/6/15

Exhibit B-5

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

Bidder Name: Area Agency of Greater Nashua, Inc

Financial Management Services: NH Family Caregiver
Budget Request for: Program

Budget Period: July 1 2015 through June 30, 2016

Line Item	Direct (Independent)	Indirect (Fixed)	TOTAL	Allocation Method or Indirect Budget Percent
1. Total Salary/Wages	\$ 48,737.00	\$ -	\$ 48,737.00	
2. Employee Benefits	\$ 11,209.00	\$ -	\$ 11,209.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,604.00	\$ -	\$ 1,604.00	
6. Travel	\$ 96.00	\$ -	\$ 96.00	
7. Occupancy	\$ -	\$ 1,604.00	\$ 1,604.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 1,604.00	\$ -	\$ 1,604.00	
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	\$ 510,146.00	\$ -	\$ 510,146.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 573,396.00	\$ 1,604.00	\$ 575,000.00	

Indirect As A Percent of Direct

0.3%

Exhibit B-6

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

Bidder Name: Area Agency of Greater Nashua, Inc.

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

Budget Period: July 1, 2015 through June 30, 2016

Line Item	Direct Indirect	Indirect Budget	Total	Agency Budget Goal
1. Total Salary/Wages	\$ 27,207.00	\$ -	\$ 27,207.00	
2. Employee Benefits	\$ 6,258.00	\$ -	\$ 6,258.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 896.00	\$ -	\$ 896.00	
6. Travel	\$ 54.00	\$ -	\$ 54.00	
7. Occupancy	\$ -	\$ 896.00	\$ 896.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 895.00	\$ -	\$ 895.00	
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	\$ 284,794.00	\$ -	\$ 284,794.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 320,104.00	\$ 896.00	\$ 321,000.00	

Indirect As A Percent of Direct

0.3%

Exhibit B-7

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

Bidder Name: Area Agency of Greater Nashua, Inc

Financial Management Services: NH Family Caregiver
Budget Request for: Program

Budget Period: July 1 2016 through September 30, 2016

	Direct Indirect	Indirect Base	TOTAL	Allocation for Indirect Expenses
1. Total Salary/Wages	\$ 12,185.00	\$ -	\$ 12,185.00	
2. Employee Benefits	\$ 2,801.00	\$ -	\$ 2,801.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 401.00	\$ -	\$ 401.00	
6. Travel	\$ 24.00	\$ -	\$ 24.00	
7. Occupancy	\$ -	\$ 401.00	\$ 401.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 401.00	\$ -	\$ 401.00	
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	\$ 127,537.00	\$ -	\$ 127,537.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 143,349.00	\$ 401.00	\$ 143,750.00	

Indirect As A Percent of Direct

0.3%

Exhibit B-8

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

Bidder Name: Area Agency of Greater Nashua, Inc.

Financial Management Services: Alzheimer's Disease and
Related Disorders Program.
(Name of RFP)

Budget Period: July 1, 2016 through September 30, 2016

	Direct	Indirect	Total
1. Total Salary/Wages	\$ 6,801.00	\$ -	\$ 6,801.00
2. Employee Benefits	\$ 1,565.00	\$ -	\$ 1,565.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 224.00	\$ -	\$ 224.00
6. Travel	\$ 14.00	\$ -	\$ 14.00
7. Occupancy	\$ -	\$ 224.00	\$ 224.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ 224.00	\$ -	\$ 224.00
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	\$ 71,198.00	\$ -	\$ 71,198.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 80,026.00	\$ 224.00	\$ 80,250.00

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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

DP

3/6/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months 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.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 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 \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000.

AD

4/9/2015



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

3/6/15
Date

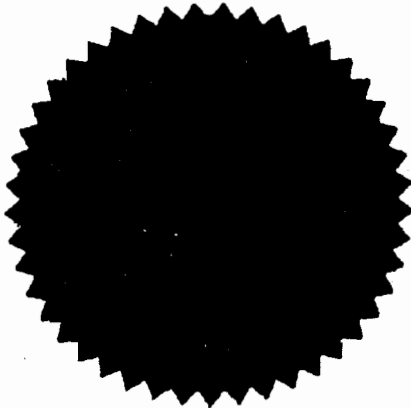
[Signature]
Name:
Title: BOARD CHAIR

Contractor Initials RS
Date 3/6/15

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 28th day of January A.D. 2014

A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

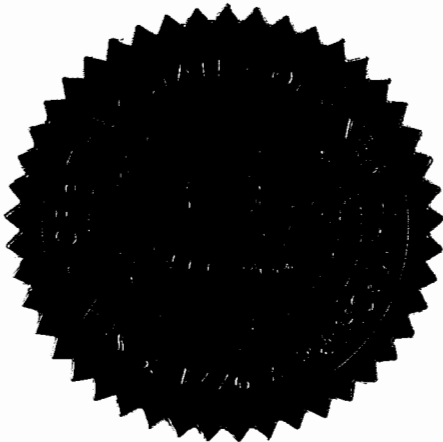
William M. Gardner
Secretary of State

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 29th day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Area Agency of Greater Nashua d.b.a. Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 7, 2014:
(Date)

RESOLVED: That the Board Chair, Richard Pietravalle
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 13 day of March, 2015.
(Date Contract Signed)

4. Richard Pietravalle is the duly elected Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

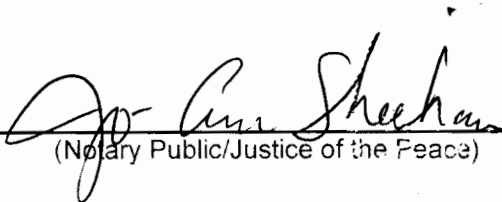

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13 day of March, 2015.

By James Leary
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2015

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	NAIC # 23850
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1284918	01/23/2015	01/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1284918	01/23/2015	01/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB487669	01/23/2015	01/23/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK1284918	01/23/2015	01/23/2016	\$1,000,000 ea. incident \$3,000,000 aggregate

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

This Certificate covers all operations usual and customary to the insured's business.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health and Human Services Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

Client#: 492697

GATEWCOM

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/26/2014

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

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

PRODUCER USI Insurance Services LLC 5 Bedford Farms Drive, Ste 200 Bedford, NH 03110 603 625-1100		CONTACT NAME: PHONE (A/C, No. Ext): 603 625-1100 FAX (A/C, No.): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Company NAIC # 23850	
		INSURER B: AIM Mutual Insurance Company 33758	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

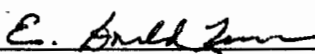
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>		PHPK1125239	01/23/2014	01/23/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1125239	01/23/2014	01/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB447626	01/23/2014	01/23/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ECC04000286012014	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTH-ER: E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab		PHPK1125239	01/23/2014	01/23/2015	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

This Certificate covers all operations usual and customary to the insured's business.

The certificate holder is included as additional insured with respect to CGL as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Dept of Health and Human Services Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



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.

**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, 2014 and 2013

Area Agency of Greater Nashua, Inc.
and Area Agency Properties, Inc.
Index To Financial Statements
For The Years Ended June 30, 2014 and 2013

Independent Auditors' Report	1-2
Combined Statements of Financial Position	3
Combined Statements of Activities	4
Combined Statements of Cash Flows	5 - 6
Combining Statements of Functional Support and Revenue	7 - 8
Combining Statements of Functional Expenses	9 - 10
Notes to Financial Statements	11 - 20
Schedule of Expenditures of Federal Awards	21
Report on on Internal Control Over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	22 - 23
Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	24 - 26
Schedule of Findings and Questioned Costs	27 - 28



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, 2014 and 2013, and the related combined statements of activities, combining statements of functional support and revenue, and combining statements of functional expenses, and combined statements of 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

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

Basis for Qualified Opinion

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

Qualified Opinion

In our opinion, except for the omission of the financial statements of the affiliate as described in the Basis for Qualified Opinion paragraph, the combined financial statements referred to above present fairly, in all material respects, the financial position of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

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

Nashua, NH
December 17, 2014

 PA CPA

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINED STATEMENTS OF FINANCIAL POSITION
June 30, 2014 and 2014

	<u>2014</u>	<u>2013</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 2,628,280	\$ 4,436,185
Cash-escrow	435,960	459,201
Accounts receivable - Medicaid	2,609,727	1,282,261
Accounts receivable - other	760,811	233,452
Prepaid expenses	304,354	131,515
Refundable deposits	300	300
	<u>6,739,432</u>	<u>6,542,914</u>
<u>PROPERTY & EQUIPMENT</u> , at cost, net of accumulated depreciation	<u>2,324,928</u>	<u>2,089,305</u>
<u>OTHER ASSETS</u>		
Beneficial interest	32,759	28,346
Deposits	56,218	52,539
Loan fees, net	-	574
	<u>88,977</u>	<u>81,459</u>
	<u>\$ 9,153,337</u>	<u>\$ 8,713,678</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 56,160	\$ 226,161
Accounts payable	2,119,414	1,903,767
Other current liabilities	600,323	388,192
Unearned revenue	1,354,828	1,885,610
Client accounts	435,960	459,201
	<u>4,566,685</u>	<u>4,862,931</u>
<u>LONG-TERM DEBT</u> , net of current portion	<u>789,735</u>	<u>669,820</u>
TOTAL LIABILITIES	<u>5,356,420</u>	<u>5,532,751</u>
<u>NET ASSETS</u>		
Unrestricted	3,778,401	3,157,595
Temporarily restricted	18,516	23,332
	<u>3,796,917</u>	<u>3,180,927</u>
	<u>\$ 9,153,337</u>	<u>\$ 8,713,678</u>

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

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
COMBINED STATEMENTS OF ACTIVITIES
For The Years Ended June 30, 2014 and 2013

	2014			2013		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue:						
Medicaid	\$ 34,859,333	\$ -	\$ 34,859,333	\$ 32,766,463	\$ -	\$ 32,766,463
Division of Developmental Services	863,113	-	863,113	852,315	-	852,315
Other grants	999,124	-	999,124	551,281	-	551,281
Client fees	200,288	-	200,288	144,749	-	144,749
ADSP revenue	242,591	-	242,591	240,168	-	240,168
Rental income	35,027	-	35,027	24,121	-	24,121
Interest income	473	-	473	543	-	543
Increase (decrease) in beneficial interest	4,602	-	4,602	2,854	-	2,854
Other revenues	423,850	-	423,850	487,373	-	487,373
Plus services	130,176	-	130,176	81,996	-	81,996
United Way	14,238	-	14,238	13,056	-	13,056
Third party insurance	484,275	-	484,275	415,520	-	415,520
Production service revenue	337,442	-	337,442	316,146	-	316,146
Contributions	155,908	7,403	163,311	161,553	13,746	175,299
Total Public Support and Revenue	38,750,440	7,403	38,757,843	36,058,138	13,746	36,071,884
Net Assets Released From Restrictions:						
Satisfaction of usage restrictions	12,219	(12,219)	-	15,586	(15,586)	-
	<u>38,762,659</u>	<u>(4,816)</u>	<u>38,757,843</u>	<u>36,073,724</u>	<u>(1,840)</u>	<u>36,071,884</u>
Expenses:						
Program Services:						
Adult Services	30,567,058	-	30,567,058	28,553,830	-	28,553,830
Children Services	3,363,673	-	3,363,673	3,265,689	-	3,265,689
Elder Services	1,848,890	-	1,848,890	1,805,102	-	1,805,102
Medicaid Infrastructure	96,268	-	96,268	100,758	-	100,758
	<u>35,875,889</u>	<u>-</u>	<u>35,875,889</u>	<u>33,725,379</u>	<u>-</u>	<u>33,725,379</u>
Supporting Services:						
General Management	2,154,594	-	2,154,594	2,087,526	-	2,087,526
Fundraising	111,370	-	111,370	88,336	-	88,336
	<u>2,265,964</u>	<u>-</u>	<u>2,265,964</u>	<u>2,175,862</u>	<u>-</u>	<u>2,175,862</u>
Total expenses	38,141,853	-	38,141,853	35,901,241	-	35,901,241
Change in net assets	620,806	(4,816)	615,990	172,483	(1,840)	170,643
Net Assets, Beginning of Year	3,157,595	23,332	3,180,927	2,985,112	25,172	3,010,284
Net Assets, End of Year	\$ 3,778,401	\$ 18,516	\$ 3,796,917	\$ 3,157,595	\$ 23,332	\$ 3,180,927

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, 2014 and 2013

	2014	2013
Cash flows provided by (used in)		
operating activities		
Cash received from public support and other revenue	\$ 36,290,250	\$ 39,354,633
Cash paid to suppliers and employees	(37,618,337)	(36,045,889)
Interest received	473	543
Interest paid	(45,907)	(51,041)
Net cash provided by (used in) operating activities	(1,373,521)	3,258,246
Cash flows provided by (used in)		
investing activities		
Capital expenditures	(380,619)	(31,291)
Cash flows provided by (used in)		
financing activities		
Payments on long-term debt	(50,086)	(48,514)
Change in deposits paid	(3,679)	(52,539)
Net cash used in financing activities	(53,765)	(101,053)
Net increase (decrease) in cash	(1,807,905)	3,125,902
Cash, Beginning of Year	4,436,185	1,310,283
Cash, End of Year	\$ 2,628,280	\$ 4,436,185
Supplemental information		
Refinanced note payable	\$ 185,000	\$ -

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, 2014 and 2013

	<u>2014</u>	<u>2013</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Change in net assets	\$ 615,990	\$ 170,643
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	145,570	151,242
Loss on disposal of fixed assets	-	13,251
(Increase) decrease in beneficial interest	(4,602)	(2,854)
Other	189	182
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(1,854,825)	2,584,847
(Increase) decrease in prepaid expenses and other current assets	(172,839)	20,532
Increase (decrease) in accounts payable and accrued expenses	427,778	(458,749)
Increase (decrease) in unearned revenue	<u>(530,782)</u>	<u>779,152</u>
Net cash provided by (used in) operating activities	<u>\$ (1,373,521)</u>	<u>\$ 3,258,246</u>

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, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	2014 Total
Medicaid	\$ -	\$ -	\$ 31,819,137	\$ 2,336,984	\$ 703,152	\$ -	\$ 34,859,333	\$ -	\$ -	\$ 34,859,333
Division of Developmental Services	-	-	308,824	554,289	-	-	863,113	-	-	863,113
Other grants	22,852	-	170,051	85,130	708,597	12,494	999,124	-	-	999,124
Client fees	-	-	200,288	-	-	-	200,288	-	-	200,288
ADSP revenue	-	-	-	-	242,591	-	242,591	-	-	242,591
Rental income	-	-	31,863	-	-	-	31,863	369,752	(366,588)	35,027
Interest income	-	-	-	198	-	-	198	275	-	473
Increase in beneficial interest	-	4,602	-	-	-	-	4,602	-	-	4,602
Other revenues	49,161	13	139,759	72,147	162,759	11	423,850	-	-	423,850
Plus services	128,565	21	779	592	202	17	130,176	-	-	130,176
United Way	-	-	2,323	-	11,915	-	14,238	-	-	14,238
Third party insurance	-	-	-	484,275	-	-	484,275	-	-	484,275
Production service revenue	3,400	159	237,593	86,290	-	10,000	337,442	-	-	337,442
Contributions	-	32,522	22,079	20,000	88,710	-	163,311	-	-	163,311
Management fees	-	-	76,674	-	-	-	76,674	-	(76,674)	-
Total Functional Support and Revenue	\$ 203,978	\$ 37,377	\$ 33,009,370	\$ 3,639,905	\$ 1,917,926	\$ 22,522	\$ 38,831,078	\$ 370,027	\$ (443,262)	\$ 38,757,843

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
Other revenues	2,751	2,854	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)	-
Total Functional Support and Revenue	\$ 90,536	\$ 37,648	\$ 30,743,954	\$ 3,358,277	\$ 1,848,485	\$ 69,345	\$ 36,148,245	\$ 366,534	\$ (442,895)	\$ 36,071,884

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, 2014

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	2014 Expenses
Personnel Costs										
Salary and wages	\$ 1,138,632	\$ 42,211	\$ 3,559,656	\$ 1,616,124	\$ 944,887	\$ 57,808	\$ 7,359,318	\$ -	\$ -	\$ 7,359,318
Employee benefits	326,935	10,051	590,554	293,312	125,476	15,470	1,361,798	-	-	1,361,798
Payroll taxes	82,311	3,217	271,485	124,089	72,473	4,210	557,785	-	-	557,785
Substitute staff	51,169	1,433	40,710	15,648	2,849	-	111,809	-	-	111,809
Professional fees and consultants										
Client treatment and services	350	13	409,589	885,246	412,375	11	1,707,584	-	-	1,707,584
Accounting and auditing	23,000	-	-	-	-	-	23,000	-	-	23,000
Legal	36,182	61	8,350	1,774	606	52	47,025	-	-	47,025
Other	235,819	774	468,204	95,477	80,861	9,625	890,760	6,372	(6,372)	890,760
Staff development and training	26,367	8,084	69,790	35,202	5,364	2,658	147,465	-	-	147,465
Occupancy costs										
Rent	34,631	1,787	294,630	52,324	94,979	1,544	479,895	-	(318,588)	161,307
Mortgage interest	-	-	11,594	-	-	-	11,594	34,313	-	45,907
Electricity and other utilities	7,870	406	16,499	11,891	4,064	351	41,081	632	-	41,713
Maintenance and repairs	6,854	353	54,347	10,355	4,292	306	76,507	188,744	(118,302)	146,949
Real estate taxes	-	-	1,006	-	-	-	1,006	23,294	-	24,300
Other occupancy costs	-	-	-	-	-	-	-	2,640	-	2,640
Consumable supplies										
Office	12,274	465	17,294	13,250	5,599	338	49,220	-	-	49,220
Building & household	33,515	844	12,177	7,950	4,404	234	59,124	98	-	59,222
Equipment rental	6,190	319	12,306	9,993	3,196	276	32,280	-	-	32,280
Equipment maintenance	16,904	209	8,053	6,120	3,722	181	35,189	-	-	35,189
Advertising	2,885	2,793	7,080	2,776	1,695	416	17,645	-	-	17,645
Printing	564	7,104	1,337	1,297	291	25	10,618	-	-	10,618
Telephone	9,284	314	21,519	11,324	7,978	891	51,310	357	-	51,667
Postage	6,117	3,177	12,141	8,528	4,993	250	35,206	-	-	35,206
Transportation	6,422	2,588	185,469	39,050	24,063	650	258,242	4,313	-	262,555
Client services	-	-	224,122	15,951	23,330	-	263,403	-	-	263,403
Insurance	19,538	433	16,662	12,664	4,689	373	54,359	18,518	-	72,877
Membership dues	52,025	76	69,732	39,067	2,330	64	163,294	-	-	163,294
Other expenditures	27,831	18,757	35,228	27,759	11,014	755	121,344	840	-	122,184
Subcontractor	-	-	24,119,985	8,521	-	-	24,128,506	-	-	24,128,506
Grants	-	6,155	25,867	25,253	5,782	-	63,057	-	-	63,057
Total Expenses	2,163,669	111,624	30,565,386	3,370,945	1,851,312	96,488	38,159,424	280,121	(443,262)	37,996,283
Add: Depreciation & amortization	-	214	40,588	6,446	2,264	184	49,696	95,874	-	145,570
Area Agency Properties expenses	25,326	1,308	296,871	38,287	13,077	1,126	375,995	(375,995)	-	-
Less: Eliminations	(34,401)	(1,776)	(335,787)	(52,005)	(17,763)	(1,530)	(443,262)	-	443,262	-
	\$ 2,154,594	\$ 111,370	\$ 30,567,058	\$ 3,363,673	\$ 1,848,890	\$ 96,268	\$ 38,141,853	\$ -	\$ -	\$ 38,141,853

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
Personnel Costs										
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										
Client treatment and services	178	277	401,261	912,343	245,103	-	1,559,162	-	-	1,559,162
Accounting and auditing	24,504	-	-	-	-	-	24,504	-	-	24,504
Legal	27,200	-	1,966	-	-	-	29,166	-	-	29,166
Other	214,855	4,467	327,326	88,390	19,206	76,715	730,959	6,365	(6,365)	730,959
Staff development and training	23,783	3,568	59,673	19,807	4,579	386	111,796	-	-	111,796
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
Total Expenses	2,092,128	88,359	28,575,066	3,267,459	1,806,716	101,839	35,931,567	261,327	(442,895)	35,749,999
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)	-	-
Less: Eliminations	(22,887)	(851)	(356,830)	(36,270)	(19,818)	(6,229)	(442,895)	-	442,895	-
	\$ 2,087,526	\$ 88,336	\$ 28,553,830	\$ 3,265,689	\$ 1,805,102	\$ 100,758	\$ 35,901,241	\$ -	\$ -	\$ 35,901,241

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, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Area Agency of Greater Nashua, Inc. 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.

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

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 Agencies 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, 2014 and 2013.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions

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

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. In-kind contributions for the years ended June 30, 2014 and 2013 consisted of contributed facilities valued at \$77,099 and \$77,853, respectively.

Property, Equipment and Depreciation

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

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

Income Taxes

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

The Agencies' income tax filings are subject to audit by various taxing authorities. The Agencies' open audit periods are 2011 through 2013. They believe they have met all the requirements to maintain their not-for-profit status and do not have any unrelated business income to report. It is their policy to expense when paid any interest and penalties associated with their income tax obligations.

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

NOTES TO COMBINED FINANCIAL STATEMENTS

For The Years Ended June 30, 2014 and 2013

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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

Bad Debts

The Agencies use the allowance method of accounting for bad debts. An allowance of \$82,620 and \$63,540 was required as of June 30, 2014 and 2013, respectively. The allowance is based upon specific identification by management.

NOTE B. PROPERTY AND EQUIPMENT

As of June 30, 2014 and 2013, property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Furniture and equipment	\$ 396,452	\$ 388,392
Land	521,520	467,842
Building and improvements	<u>3,140,671</u>	<u>2,821,791</u>
	4,058,643	3,678,025
Less accumulated depreciation	<u>1,733,715</u>	<u>1,588,720</u>
	<u>\$ 2,324,928</u>	<u>\$ 2,089,305</u>

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE C. DEMAND NOTE PAYABLE

Area Agency of Greater Nashua, Inc. has a line of credit of \$2,000,000 with variable interest at the banks' prime rate. The line is secured by all of the Agency's assets. The balance outstanding on the line was zero at June 30, 2014 and 2013. The line expires on February 28, 2015.

NOTE D. LONG-TERM DEBT

Long-term debt as of June 30, 2014 and 2013 consisted of the following:

	<u>2014</u>	<u>2013</u>
3.37% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$2,872 including interest through May 2018	\$ 479,613	\$ 497,353
3.75% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$2,408 including interest through January 2022	190,078	211,291
3.33% mortgage note, secured by real estate, payable in monthly installments of \$1,071 plus interest, refinanced November 2013	-	187,337
4.55% mortgage note, secured by real estate, payable in monthly installments of \$1,928 plus interest, through November 2023	<u>176,204</u>	<u>-</u>
	845,895	895,981
Less current portion	<u>56,160</u>	<u>226,161</u>
	<u>\$ 789,735</u>	<u>\$ 669,820</u>

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE D. LONG-TERM DEBT (continued)

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

Years Ending June 30,

2015	\$ 56,160
2016	58,358
2017	60,643
2018	63,019
2019	65,489
Thereafter	<u>542,226</u>
	<u>\$ 845,895</u>

NOTE E. CONTINGENT LIABILITIES

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

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, 2014 and 2013, 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. There were no advance payments at June 30, 2014.

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, 2014 and 2013.

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

NOTES TO COMBINED FINANCIAL STATEMENTS

For The Years Ended June 30, 2014 and 2013

NOTE H. CONCENTRATION OF RISK

The Area Agency of Greater Nashua, Inc. maintains accounts at two banks. Cash at one of these institutions totaled \$3,523,464 and \$5,004,909 as of June 30, 2014 and 2013, respectively. As of June 30, 2014 and 2013, \$3,273,464 and \$4,754,909 was uninsured, respectively.

The Agency received 92% and 93% of its revenue through contracts with the State of New Hampshire in 2014 and 2013, respectively. The federal government, through the Medicaid program, provided 99% 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 is financially dependent on Area Agency. The Organization's financial statements are not included in the accompanying financial statements, as required by generally accepted accounting principles, for certain regulatory reporting purposes. The Agency's general purpose financial statements include the accounts of all the related entities.

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

	<u>The Plus Co., Inc.</u>	
	<u>2014</u>	<u>2013</u>
Total assets	\$ 3,674,863	\$ 2,972,710
Total liabilities	<u>(2,483,613)</u>	<u>(1,860,332)</u>
Net assets	<u>\$ 1,191,250</u>	<u>\$ 1,112,378</u>
Total revenues	\$ 10,856,248	\$ 10,626,284
Total expenses	<u>(10,777,376)</u>	<u>(10,541,904)</u>
Change in net assets	<u>\$ 78,872</u>	<u>\$ 84,380</u>
Amounts due to the affiliate	<u>\$ 486,991</u>	<u>\$ 388,734</u>
Revenue earned from Area		
Agency by the affiliate	<u>\$ 7,373,810</u>	<u>\$ 7,268,345</u>

NOTE J. FUNDS HELD BY OTHERS

The Area Agency of Greater Nashua, Inc. is the joint beneficiary of a designated fund at the New Hampshire Charitable Foundation. Pursuant to the terms of the

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE J. FUNDS HELD BY OTHERS (Continued)

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

There was no distribution in the current year or prior year. The total market value was approximately \$425,000 at June 30, 2014, and \$366,000 at June 30, 2013.

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, 2014 or 2013. There was no distribution in the current year or prior year. The market value of the fund assets was \$32,759 on June 30, 2014, and \$28,346 on June 30, 2013.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE K. NET ASSETS TEMPORARILY RESTRICTED

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

Special Purpose Restrictions:	2014	2013
TD Bank PIH	\$ -	\$ 3,059
FS Recreation Program	-	2,506
Transition Model	5,279	5,371
Alexander Eastman	4,403	3,682
Epic Man - Mission Possible Grant	3,990	3,990
First Church of Nashua	225	225
City of Nashua - Home Safety	4,619	1,999
Rotary Club ABSP	-	2,500
	<u>\$ 18,516</u>	<u>\$ 23,332</u>

NOTE L. 403(B) CONTRIBUTING DEFERRED ANNUITY PLAN

On August 1, 2012, the Company adopted a new qualified 403(b) retirement plan. All employees are eligible to participate in the plan as long as they are at least 21 years of age, have completed one year of service (1,000 hours of service). The 403(b) plan provides for matching contributions at the discretion of the Agency. The expense charged to operations for the Plan was \$171,035 and \$199,901 for 2014 and 2013, respectively.

NOTE M. FAIR VALUE OF FINANCIAL INSTRUMENTS

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

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE M. FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2014 and 2013, there were no such transfers.

For the years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Beneficial Interest in the Foundation

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

The following tables present the Club's fair value hierarchy for the investments as of June 30, 2014 and 2013.

2014				
	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3	
Total				
Beneficial Interest in Foundation	\$ 32,759	\$ -	\$ 32,759	\$ -

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

**AREA AGENCY OF GREATER NASHUA, INC.
AND AREA AGENCY PROPERTIES, INC.**
NOTES TO COMBINED FINANCIAL STATEMENTS
For The Years Ended June 30, 2014 and 2013

NOTE N. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through December 17, 2014, the date that the financial statements were available to be issued.

AREA AGENCY OF GREATER NASHUA, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For The Year Ended June 30, 2014

<u>Federal Grantor/Pass Through Grantor</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
U.S. Department of Education:		
Passed through State Division of Developmental Services		
Infant & Toddler	84.181	\$ 554,289
U.S. Department of Agriculture:		
Passed through State Department of Education		
Child and Adult Care Food Program	10.558	16,575
U.S. Department of Health & Human Services:		
Passed through State Department of Health & Human Services		
Older Americans Act	93.045	51,175
Social Services Block Grant	93.667	12,770
Passed through Dartmouth College		
Partners in Health	93.667	82,436
Passed through State Bureau of Elderly & Adult Services		
Federal Title III-E	93.052	343,174
Passed through Community Support Network, Inc		
Federal ADSSP	93.778	<u>205,591</u>
		<u>\$ 1,266,010</u>

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Area Agency of Greater Nashua, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Area Agency of Greater Nashua, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Area Agency of Greater Nashua, Inc.

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the combined financial statements of Area Agency of Greater Nashua, Inc., which comprise the combined statement of financial position as of June 30, 2014, 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 TBD. 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 (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of 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

timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

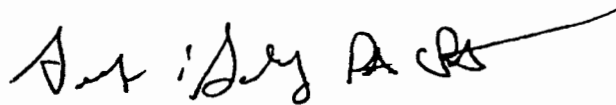
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

Compliance and Other Matters

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

Purpose of this Report

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



Seelye & Schulz, P.A.
Certified Public Accountants
Nashua, New Hampshire
December 17, 2014

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, 2014. 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.

Opinion on Each Major Federal Program

In our opinion, Area Agency of Greater Nashua, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

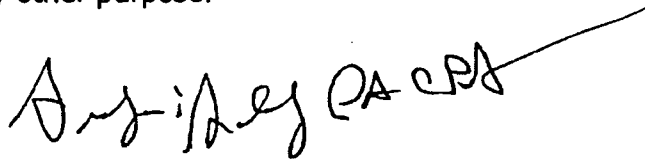
Report on Internal Control over Compliance

Management of Area Agency of Greater Nashua, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Area Agency of Greater Nashua, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Area Agency of Greater Nashua, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Anthony J. Scholz CPA", with a long horizontal line extending from the end of the signature.

Seelye & Schulz, P.A.
Certified Public Accountants
Nashua, New Hampshire
December 17, 2014

AREA AGENCY OF GREATER NASHUA, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For The Year Ended June 30, 2014

SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses a qualified opinion on the combined financial statements of Area Agency of Greater Nashua, Inc. as the financial statements of an affiliate have not been included in the financial statements.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. No instances of noncompliance material to the financial statements of Area Agency of Greater Nashua, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance required by OMB Circular A-133.
5. The auditors' report on compliance for the major federal programs for Area Agency of Greater Nashua, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings relative to the major federal award programs for Area Agency of Greater Nashua, Inc.
7. The programs tested as major programs were Infant and Toddler #84.181, and Federal Title III-E # 93.052.
8. The threshold used for distinguishing between Type A and B programs was \$300,000.
9. Area Agency of Greater Nashua, Inc. qualified as a high-risk auditee solely due to the qualified opinion on its financial statements. The Agency has not included the financial statements of its affiliate in the financial statements. The general purpose financial statements does include the affiliate.

**AREA AGENCY OF GREATER NASHUA, INC.,
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
MAJOR FEDERAL AWARD PROGRAMS AUDIT
For The Year Ended June 30, 2014**

FINDINGS – FINANCIAL STATEMENT AUDIT

None.

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None.

JUNE 30, 2013 FINDINGS

None.

**Gateways Community Services
Board of Directors List**

Officers

Richard Pietravalle, Chair
Edgar Carter, Vice Chair
James Leary, Secretary
Joseph Gamache, Treasurer

Board Members

Carol Bambrick
Craig Beck
Leah Brokhoff
Peggy Gilmour
Ken Coleman
Joseph Marshall
Helen Honorow
Jim McKenna
Thomas McCartney
Lauren Primmer
Tim McMahon
Marc Sadowsky
Richard Quinlan
James Testaverde
Mark Thornton

SANDRA B. PELLETIER

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

2012 - 2014

Endowment for Health Foundation- Vice Chair of the Board

2008 – 2012

Rotary of Nashua West

2002 - Present

The PLUS Company, Nashua, NH

1996 - Present

CSNI, Concord, NH (founding Board Chair)

1995 - Present

Present Regional Special Education Consortium, Amherst, NH

1992 - Present

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 on 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 Manager

- 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.

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

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.

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

NOVEMBER 1987 – JULY 1997

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 it 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

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
Transitions in Care Giving - Regional Agent

2011-Present

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
Customer Sales & Service Assistant (July 1989 – April 1998 & May 2002 – August 2009)

1989-2009

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
Clerical Assistant (Part Time and Summer)

1984-1985

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
Executive Secretary Assistant (Part Time and Summer)

1983-1984

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

Donna M. Waring

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.

**Area Agency of Greater Nashua
d.b.a. Gateways Community Services**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandy Pelletier	President/CEO	\$162,224.92	0	0
Tim Leach	CFO	\$100,725.04	0	0



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

Diane Langley, Director
Sheri Rockburn, Director

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

March 20, 2014

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

46 Beards
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.

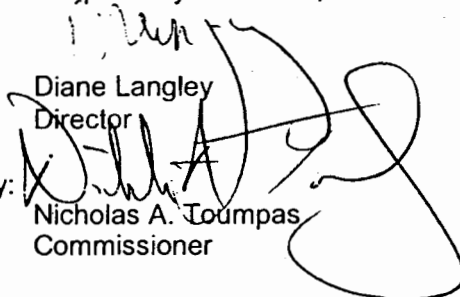
The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

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,

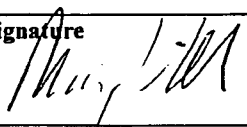
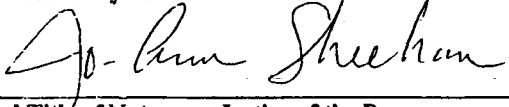
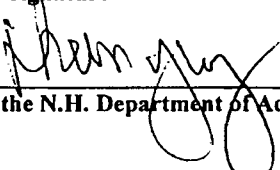
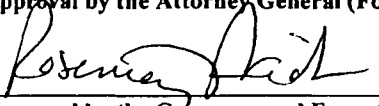

Diane Langley
Director

Approved by: 
Nicholas A. Lounapas
Commissioner

Subject: Financial Management Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Area Agency of Greater Nashua, Inc.		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-95-48-481010-7872-570-500928; 05-95-48-481010-8943-502-500891	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,243,000.
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		1.10 State Agency Telephone Number (603) 271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard J. Piermalle BOMED Chairman	
1.13 Acknowledgement: 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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		JO-ANN J. SHEEHAN Notary Public - New Hampshire My Commission Expires October 16, 2017 <u>10/16/18</u>	
1.13.2 Name and Title of Notary or Justice of the Peace Jo-Ann Sheehan, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Diane Langley, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-24-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

KJP
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.

NSP
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

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.

[Signature]

3/14/14



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

- 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.



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

hlp

3/19/14



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 ADRD 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.

[Signature]
3/19/14



Exhibit A

- 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.

MD

3/19/14



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

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	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 248,942.00	\$ 1,058.00	\$ 250,000.00	

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				
<p>Bidder/Program Name: <u>Area Agency of Greater Nashua, Inc.</u></p> <p style="text-align: center;">Financial Management Services: Alzheimer's Disease and Related Disorders Program</p> <p>Budget Request for: <u>(ADRD)</u> <small>(Name of RFP)</small></p> <p style="text-align: center;">Effective Date of Contractor through June 30, Budget Period: <u>2014</u></p>				
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	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	96,658	342	97,000	

Indirect As A Percent of Direct 0.4%

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	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 573,396	\$ 1,604	\$ 575,000	

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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

WJP

3/19/14

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	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 320,104	\$ 896	\$ 321,000	

Indirect As A Percent of Direct

0.3%



- 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

210

3/19/14



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
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 Piermarie

Title: BOARD CHAIRMAN