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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

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May 15, 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 existing agreements, with the vendors listed below, for the continuation of nutrition and transportation services to support the seniors and the disabled to remain in their homes and community, by increasing the price limitation by \$12,511,977 from \$9,984,063.25 to an amount not to exceed \$22,496,040.25, and extending the completion date from June 30, 2015 to September 30, 2016, effective July 1, 2015 upon Governor and Executive Council approval. 54% Federal funds and 46% General funds.

Summary of contracted amounts by vendor:

Vendor Name	Vendor	Location	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
Community Action Partnership of Strafford County	177200	Dover, NH	\$39,728.75	\$49,663.05	\$89,391.80
Community Action Program Belknap-Merrimack Counties, Inc	177203	Concord, NH	\$1,657,419.80	\$2,071,774.10	\$3,729,193.90
Community Alliance of Human Services	177312	Newport, NH	\$66,875.00	\$83,593.65	\$150,468.65
Easter Seals New Hampshire, Inc.	177204	Manchester, NH	\$107,788.75	\$134,733.75	\$242,522.50
Gibson Center for Senior Services	155344	North Conway, NH	\$289,387.50	\$361,741.00	\$651,128.50
Grafton County Senior Citizens Council, Inc.	177675	Lebanon, NH	\$1,352,477.50	\$1,690,602.05	\$3,043,079.55
Lamprey Health Care	177677	Newmarket, NH	\$67,750.00	\$84,687.20	\$152,437.20

Vendor Name	Vendor	Location	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
Newport Senior Center	177250	Newport, NH	\$809,936.45	\$1,012,422.40	\$1,822,358.85
Ossipee Concerned Citizens	170158	Center Ossipee, NH	\$386,275.40	\$514,726.75	\$901,002.15
Rockingham Nutrition MOW	155197	Brentwood, NH	\$1,639,485.00	\$2,049,356.25	\$3,688,841.25
St Joseph Community Services	155093	Somersworth, NH	\$1,688,273.50	\$2,110,348.45	\$3,798,621.95
Strafford Nutrition MOW	260818	Merrimack, NH	\$432,646.30	\$540,806.50	\$973,452.80
Tri-County Community Action Program	177195	Berlin, NH	\$795,132.50	\$993,917.00	\$1,789,049.50
VNA at HCS	177274	Keene, NH	\$650,886.80	\$813,604.85	\$1,464,491.65
Total			\$9,984,063.25	\$12,511,977.00	\$22,496,040.25

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

This requested action seeks approval to amend 14 agreements by exercising fifteen (15) months of a renewal option for the continuation of nutrition and transportation services statewide. Nutrition and transportation services will be provided to seniors and disabled persons who are not eligible for Medicaid. Governor and Executive Council approved these original agreements on June 18, 2014 (Item #109).

The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

Should the Governor and Executive Council not authorize these agreements, the nutrition and transportation services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home and likely create need for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while keeping individuals in their home and community.

These contractors were selected through a competitive bid process.

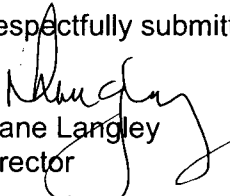
Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment A).

Source of Funds for these contracts: 46% General Funds and 54% Federal Funds from:

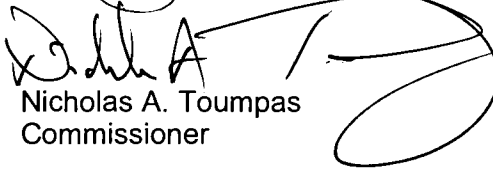
- Catalog of Federal Domestic Assistance #93.044 United States Department of Health and Human Services, Administration for Community Living Special Programs for the Aging- Title IIIB, Federal Award Identification Number 15AANHT3SS
- Catalog of Federal Domestic Assistance #93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1, Federal Award Identification Number 15AANHT3CM
- Catalog of Federal Domestic Assistance #93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2, Federal Award Identification Number 15AANHT3HD
- Catalog of Federal Domestic Assistance #93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

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

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$213,025.00	\$0.00	\$213,025.00
541-500383	Congregate	2015	\$955,239.30	\$0.00	\$955,239.30
512-500352	Transportation of Clients	2016	\$0.00	\$213,024.80	\$213,024.80
541-500383	Meals - Congregate	2016	\$0.00	\$323,614.50	\$323,614.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$631,621.70	\$631,621.70
512-500352	Transportation of Clients	2017	\$0.00	\$53,256.20	\$53,256.20
541-500383	Meals - Congregate	2017	\$0.00	\$80,905.00	\$80,905.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$157,905.10	\$157,905.10
		Subtotal	\$1,168,264.30	\$1,460,327.30	\$2,628,591.60

Community Alliance of Human Services (Vendor # 177312)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$66,875.00	\$0.00	\$66,875.00
541-500383	Congregate	2015	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2016	\$0.00	\$66,874.80	\$66,874.80
541-500383	Meals - Congregate	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2017	\$0.00	\$16,718.85	\$16,718.85
541-500383	Meals - Congregate	2017	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$66,875.00	\$83,593.65	\$150,468.65

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

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$107,788.75	\$0.00	\$107,788.75
541-500383	Congregate	2015	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2016	\$0.00	\$107,788.75	\$107,788.75
541-500383	Meals - Congregate	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2017	\$0.00	\$26,945.00	\$26,945.00
541-500383	Meals - Congregate	2017	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$107,788.75	\$134,733.75	\$242,522.50

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$25,687.50	\$0.00	\$25,687.50
541-500383	Congregate	2015	\$224,300.00	\$0.00	\$224,300.00
512-500352	Transportation of Clients	2016	\$0.00	\$25,687.50	\$25,687.50
541-500383	Meals - Congregate	2016	\$0.00	\$93,500.00	\$93,500.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$130,799.80	\$130,799.80
512-500352	Transportation of Clients	2017	\$0.00	\$6,426.25	\$6,426.25
541-500383	Meals - Congregate	2017	\$0.00	\$23,375.00	\$23,375.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$32,700.00	\$32,700.00
		Subtotal	\$249,987.50	\$312,488.55	\$562,476.05

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

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$366,250.00	\$0.00	\$366,250.00
541-500383	Congregate	2015	\$697,390.65	\$0.00	\$697,390.65
512-500352	Transportation of Clients	2016	\$0.00	\$366,250.00	\$366,250.00
541-500383	Meals - Congregate	2016	\$0.00	\$375,243.00	\$375,243.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$322,147.65	\$322,147.65
512-500352	Transportation of Clients	2017	\$0.00	\$91,562.50	\$91,562.50
541-500383	Meals - Congregate	2017	\$0.00	\$93,813.50	\$93,813.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$80,538.20	\$80,538.20
		Subtotal	\$1,063,640.65	\$1,329,554.85	\$2,393,195.50

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$67,750.00	\$0.00	\$67,750.00
541-500383	Congregate	2015	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2016	\$0.00	\$67,749.80	\$67,749.80
541-500383	Meals - Congregate	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2017	\$0.00	\$16,937.40	\$16,937.40
541-500383	Meals - Congregate	2017	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$67,750.00	\$84,687.20	\$152,437.20

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$77,465.85	\$0.00	\$77,465.85
541-500383	Congregate	2015	\$438,641.20	\$0.00	\$438,641.20
512-500352	Transportation of Clients	2016	\$0.00	\$77,465.85	\$77,465.85
541-500383	Meals - Congregate	2016	\$0.00	\$167,876.50	\$167,876.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$270,764.70	\$270,764.70
512-500352	Transportation of Clients	2017	\$0.00	\$19,364.35	\$19,364.35
541-500383	Meals - Congregate	2017	\$0.00	\$41,970.50	\$41,970.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$67,693.60	\$67,693.60
		Subtotal	\$516,107.05	\$645,135.50	\$1,161,242.55

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$0.00	\$0.00	\$0.00
541-500383	Congregate	2015	\$251,845.60	\$0.00	\$251,845.60
512-500352	Transportation of Clients	2016	\$0.00	\$0.00	\$0.00
541-500383	Meals - Congregate	2016	\$0.00	\$125,554.00	\$125,554.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$138,506.40	\$138,506.40
512-500352	Transportation of Clients	2017	\$0.00	\$0.00	\$0.00
541-500383	Meals - Congregate	2017	\$0.00	\$31,388.50	\$31,388.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$34,626.60	\$34,626.60
		Subtotal	\$251,845.60	\$330,075.50	\$581,921.10

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$181,685.00	\$0.00	\$181,685.00
541-500383	Congregate	2015	\$911,180.00	\$0.00	\$911,180.00
512-500352	Transportation of Clients	2016	\$0.00	\$181,685.00	\$181,685.00
541-500383	Meals - Congregate	2016	\$0.00	\$291,500.00	\$291,500.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$619,680.00	\$619,680.00
512-500352	Transportation of Clients	2017	\$0.00	\$45,421.25	\$45,421.25
541-500383	Meals - Congregate	2017	\$0.00	\$72,875.00	\$72,875.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$154,920.00	\$154,920.00
		Subtotal	\$1,092,865.00	\$1,366,081.25	\$2,458,946.25

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$50,000.00	\$0.00	\$50,000.00
541-500383	Congregate	2015	\$1,290,086.80	\$0.00	\$1,290,086.80
512-500352	Transportation of Clients	2016	\$0.00	\$50,000.00	\$50,000.00
541-500383	Meals - Congregate	2016	\$0.00	\$368,500.00	\$368,500.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$921,586.50	\$921,586.50
512-500352	Transportation of Clients	2017	\$0.00	\$12,504.25	\$12,504.25
541-500383	Meals - Congregate	2017	\$0.00	\$92,125.00	\$92,125.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$230,396.75	\$230,396.75
		Subtotal	\$1,340,086.80	\$1,675,112.50	\$3,015,199.30

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$39,728.75	\$0.00	\$39,728.75
541-500383	Congregate	2015	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2016	\$0.00	\$39,728.75	\$39,728.75
541-500383	Meals - Congregate	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2016	\$0.00	\$0.00	\$0.00
512-500352	Transportation of Clients	2017	\$0.00	\$9,934.30	\$9,934.30
541-500383	Meals - Congregate	2017	\$0.00	\$0.00	\$0.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$39,728.75	\$49,663.05	\$89,391.80

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$0.00	\$0.00	\$0.00
541-500383	Congregate	2015	\$314,415.30	\$0.00	\$314,415.30
512-500352	Transportation of Clients	2016	\$0.00	\$0.00	\$0.00
541-500383	Meals - Congregate	2016	\$0.00	\$72,187.50	\$72,187.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$242,227.80	\$242,227.80
512-500352	Transportation of Clients	2017	\$0.00	\$0.00	\$0.00
541-500383	Meals - Congregate	2017	\$0.00	\$18,045.50	\$18,045.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$60,556.95	\$60,556.95
		Subtotal	\$314,415.30	\$393,017.75	\$707,433.05

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$205,000.00	\$0.00	\$205,000.00
541-500383	Congregate	2015	\$455,662.50	\$0.00	\$455,662.50
512-500352	Transportation of Clients	2016	\$0.00	\$205,000.00	\$205,000.00
541-500383	Meals - Congregate	2016	\$0.00	\$155,732.50	\$155,732.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$299,930.00	\$299,930.00
512-500352	Transportation of Clients	2017	\$0.00	\$51,250.00	\$51,250.00
541-500383	Meals - Congregate	2017	\$0.00	\$38,934.50	\$38,934.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$74,982.50	\$74,982.50
		Subtotal	\$660,662.50	\$825,829.50	\$1,486,492.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$57,948.90	\$0.00	\$57,948.90
541-500383	Congregate	2015	\$384,032.35	\$0.00	\$384,032.35
512-500352	Transportation of Clients	2016	\$0.00	\$57,948.90	\$57,948.90
541-500383	Meals - Congregate	2016	\$0.00	\$146,547.50	\$146,547.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$237,484.85	\$237,484.85
512-500352	Transportation of Clients	2017	\$0.00	\$14,487.30	\$14,487.30
541-500383	Meals - Congregate	2017	\$0.00	\$36,635.50	\$36,635.50
544-500386	Meals - Home Delivered	2017	\$0.00	\$59,370.15	\$59,370.15
		Subtotal	\$441,981.25	\$552,474.20	\$994,455.45

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

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	\$1,459,204.75	\$0.00	\$1,459,204.75
541-500383	Congregate	2015	\$5,922,793.70	\$0.00	\$5,922,793.70
512-500352	Transportation of Clients	2016	\$0.00	\$1,459,204.15	\$1,459,204.15
541-500383	Meals - Congregate	2016	\$0.00	\$2,120,255.50	\$2,120,255.50
544-500386	Meals - Home Delivered	2016	\$0.00	\$3,814,749.40	\$3,814,749.40
512-500352	Transportation of Clients	2017	\$0.00	\$364,807.65	\$364,807.65
541-500383	Meals - Congregate	2017	\$0.00	\$530,068.00	\$530,068.00
544-500386	Meals - Home Delivered	2017	\$0.00	\$953,689.85	\$953,689.85
		Subtotal	\$7,381,998.45	\$9,242,774.55	\$16,624,773.00

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (44.79%
Federal Funds; 55.21% General Funds)**

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$489,155.50	\$0.00	\$489,155.50
544-500386	Meals Home Delivered	2016	\$0.00	\$489,155.50	\$489,155.50
544-500386	Meals Home Delivered	2017	\$0.00	\$122,291.30	\$122,291.30
		Subtotal	\$489,155.50	\$611,446.80	\$1,100,602.30

Community Alliance of Human Services (Vendor # 177312)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$39,400.00	\$0.00	\$39,400.00
544-500386	Meals Home Delivered	2016	\$0.00	\$39,400.00	\$39,400.00
544-500386	Meals Home Delivered	2017	\$0.00	\$9,852.45	\$9,852.45
		Subtotal	\$39,400.00	\$49,252.45	\$88,652.45

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$288,836.85	\$0.00	\$288,836.85
544-500386	Meals Home Delivered	2016	\$0.00	\$288,836.85	\$288,836.85
544-500386	Meals Home Delivered	2017	\$0.00	\$72,210.35	\$72,210.35
		Subtotal	\$288,836.85	\$361,047.20	\$649,884.05

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$293,829.40	\$0.00	\$293,829.40
544-500386	Meals Home Delivered	2016	\$0.00	\$293,829.40	\$293,829.40
544-500386	Meals Home Delivered	2017	\$0.00	\$73,457.50	\$73,457.50
		Subtotal	\$293,829.40	\$367,286.90	\$661,116.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$134,429.80	\$0.00	\$134,429.80
544-500386	Meals Home Delivered	2016	\$0.00	\$147,721.00	\$147,721.00
544-500386	Meals Home Delivered	2017	\$0.00	\$36,930.25	\$36,930.25
		Subtotal	\$134,429.80	\$184,651.25	\$319,081.05

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$546,620.00	\$0.00	\$546,620.00
544-500386	Meals Home Delivered	2016	\$0.00	\$546,620.00	\$546,620.00
544-500386	Meals Home Delivered	2017	\$0.00	\$136,655.00	\$136,655.00
		Subtotal	\$546,620.00	\$683,275.00	\$1,229,895.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$348,186.70	\$0.00	\$348,186.70
544-500386	Meals Home Delivered	2016	\$0.00	\$348,186.70	\$348,186.70
544-500386	Meals Home Delivered	2017	\$0.00	\$87,049.25	\$87,049.25
		Subtotal	\$348,186.70	\$435,235.95	\$783,422.65

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2016	\$0.00	\$0.00	\$0.00
544-500386	Meals Home Delivered	2017	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$0.00	\$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$118,231.00	\$0.00	\$118,231.00
544-500386	Meals Home Delivered	2016	\$0.00	\$118,231.00	\$118,231.00
544-500386	Meals Home Delivered	2017	\$0.00	\$29,557.75	\$29,557.75
		Subtotal	\$118,231.00	\$147,788.75	\$266,019.75

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$134,470.00	\$0.00	\$134,470.00
544-500386	Meals Home Delivered	2016	\$0.00	\$134,470.00	\$134,470.00
544-500386	Meals Home Delivered	2017	\$0.00	\$33,617.50	\$33,617.50
		Subtotal	\$134,470.00	\$168,087.50	\$302,557.50

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$208,905.55	\$0.00	\$208,905.55
544-500386	Meals Home Delivered	2016	\$0.00	\$208,905.55	\$208,905.55
544-500386	Meals Home Delivered	2017	\$0.00	\$52,225.10	\$52,225.10
		Subtotal	\$208,905.55	\$261,130.65	\$470,036.20

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	\$2,602,064.80	\$0.00	\$2,602,064.80
544-500386	Meals Home Delivered	2016	\$0.00	\$2,615,356.00	\$2,615,356.00
544-500386	Meals Home Delivered	2017	\$0.00	\$653,846.45	\$653,846.45
		Subtotal	\$2,602,064.80	\$3,269,202.45	\$5,871,267.25



109 MJT

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

May 22, 2014

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

REQUESTED ACTION

*60% Federal funds
 40% General funds*

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into agreements with multiple vendors to provide nutrition and transportation services to support the elderly and the disabled to remain in their homes and community in an amount not to exceed \$9,984,063.25 in the aggregate, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
Community Action Partnership of Strafford County	Dover, NH	\$ 39,728.75
Community Action Program Belknap-Merrimack Counties, Inc.	Concord, NH	\$1,657,419.80
Community Alliance of Human Services	Newport, NH	\$ 66,875.00
Easter Seals New Hampshire, Inc.	Manchester, NH	\$ 107,788.75
Gibson Center for Senior Services	North Conway, NH	\$ 289,387.50
Grafton County Senior Citizen's Council, Inc.	Lebanon, NH	\$1,352,477.50
Lamprey Health Care, Inc.	Newmarket, NH	\$ 67,750.00
Newport Senior Center, Inc.	Newport, NH	\$ 809,936.45
Ossipee Concerned Citizens, Inc.	Center Ossipee, NH	\$ 386,275.40
Rockingham Nutrition & M-O-W Program, Inc.	Brentwood, NH	\$1,639,485.00
Strafford Nutrition/Meals on Wheels	Somersworth, NH	\$ 432,646.30
St. Joseph Community Services, Inc.	Merrimack, NH	\$1,688,273.50
Tri County CAP	Berlin, NH	\$ 795,132.50
VNA at HCS, Inc.	Keene, NH	\$ 650,886.80
Total		\$9,984,063.25

Funds to support this request in State Fiscal Year 2015 are available in account 7872 and are anticipated to be available in account 9255 pending Fiscal and Governor and Executive Council approval of a transfer of appropriation into this account. The contract provides the Department the authority to adjust amounts within the price limitation without further approval from the Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (63% Federal and 37% General)

Fiscal Year	Class/Object	Class Title	Amounts
2015	512-500352	Transportation of Clients	\$ 1,459,204.75
2015	541-500383	Meals - Home Delivered & Congregate	\$ 5,922,793.70
		Subtotal	\$ 7,381,998.45

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (53% Federal and 47% General Funds)

Fiscal Year	Class/Object	Class Title	Amounts
2015	544-500386	Meals Home Delivered	\$ 2,602,064.80
		Subtotal	\$ 2,602,064.80
		Grand Total	\$ 9,984,063.25

EXPLANATION

This requested action seeks approval of 14 of 14 agreements that represent \$9,984,063.25 for transportation and meals provided to seniors who are not eligible for Medicaid. All selected vendors had contracts with the Department in State Fiscal Year 2014 and funding is relatively flat, from both State General Funds and federal source. The Department has included language in the contracts to allow for amendments limited to the terms of Exhibits B-1, B-2, and B-3 to transfer the amount of units from one service to another and within the price limitation, to be made by written agreement of both parties without obtaining approval of Governor and Executive Council.

Should the Governor and Executive Council not authorize these agreements, the nutrition and transportation services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home and would likely need more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while keeping individuals in their home and community.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website November 22, 2013, and notified potential bidders. The Department received fifteen (15) proposals. The evaluation committee recommended awarding agreements to fourteen (14) Contractors. See Bid Summary (Attachment A).

The proposals were evaluated and scored using a consensus model. Three Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included administration of a Food Protection Section within the Division of Public Health Services, registered dietitian, management of administrative rules and policy development for the Bureau of Elderly and Adult Services, consultant with the NH Department of Education's Bureau of Nutrition Programs and Services, and adult protective social work for the Bureau of Elderly and Adult Services. Two Department staff, with over twenty years' experience in auditing and finance, evaluated the proposal's cost bid. See Bid Summary (Attachment A).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 22, 2014
Page 3 of 3

The contracts include an option to extend the completion date for up to two years 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.

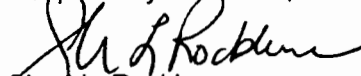
The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment B).

Source of Funds for these contracts: 60% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 40% 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,



Sher L. Rockburn

Director

Approved by:



Nicholas A. Toumpas
Commissioner

**Nutrition and Transportation (Title XX and Title III Programs)
Bid Summary for Home Delivered Meals, Congregate Meals and Transportation**

No.	Name of Bidder:	Home Delivered Meals Total Score (Maximum Points = 150)	Congregate Meals Total Score (Maximum Points = 150)	Transportation Total Score (Maximum Points = 150)	DHHS Selection
1	Community Action Program Belknap and Merrimack Counties, Concord NH	140	133	137	Selected
2	Community Action Partnership of Strafford County, Dover NH	N/A	N/A	112	Selected
3	Community Alliance of Human Services, Newport NH	N/A	N/A	103	Selected
4	Easter Seals of New Hampshire Manchester NH	N/A	N/A	105	Selected
5	Gibson Center For Senior Services, North Conway NH	112	117	115	Selected
6	Grafton County Senior Citizen's Council, Lebanon NH	116	133	132	Selected
7	Lamprey Health Care Newmarket NH	N/A	N/A	111	Selected
8	Newport Senior Center Newport NH	111	104	114	Selected
9	Ossipee Concerned Citizens Center Ossipee NH	107	120	N/A	Selected
10	Rockingham Meals on Wheels and Nutrition Program Brentwood NH	126	112	120	Selected
11	St Joseph Community Services, Merrimack NH	138	115	124	Selected
12	Strafford Nutrition Meals on Wheels Somersworth NH	117	98	N/A	Selected
13	Transport Central Plymouth NH	N/A	N/A	66	Not Selected
14	Tri-County Community Action Program, Berlin NH	113	110	111	Selected
15	VNA @ HCS (Home Healthcare & Hospice and Community Services), Keene NH	118	113	114	Selected

Proposal Evaluation

Technical Proposal Team:

Bruce Angus, Social Worker, Adult Protective Services
 Laura Gaudette, Manager of Administrative Rules and Policy Development for the Bureau of Elderly and Adult Services
 Joyce Welch, Administrator for Public Health, Food Protection

Cost Proposal Team:

Sheri Rockburn, Director of Finance
 Laurie Heath, Grants and Financial Reporting

**Nutrition and Transportation Services (Title XX and Title III Programs)
Summary of Services and Geographic Area**

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
1	Community Action Partnership of Strafford County, Dover NH	NA	X	Transportation: Strafford Co. Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Somersworth & Strafford
2	Community Action Program Belknap and Merrimack Counties, Concord NH	X	X	(Nutrition: Belknap Co. All & Merrimack Co. All) (Transportation: Merrimack Co. Towns of Allenstown, Andover, Bradford, Concord, Danbury, Epsom, Franklin, Henniker, Hooksett, Hopkinton, Newbury, New London, Northfield, Pembroke, Pittsfield, Sutton, Warner & Webster. Belknap Co. Towns of Alton, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton Sanbornton & Tilton)
3	Community Alliance of Human Services, Newport NH	NA	X	Transportation: Sullivan Co. All
4	Easter Seals New Hampshire Manchester NH	NA	X	Transportation: Hillsborough Co. Towns of Manchester, Bedford, Litchfield & Goffstown. Rockingham Co. Town of Auburn. Merrimack Co. Town of Hooksett
5	Gibson Center For Senior Services, North Conway NH	X	X	(Nutrition: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison) (Transportation: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison)
6	Grafton County Senior Citizen's Council, Lebanon NH	X	X	(Nutrition: Grafton Co. All, Sullivan Co. Town of Plainfield) (Transportation: Grafton Co. All, Sullivan Co. Town of Plainfield)
7	Lamprey Health Care Newmarket NH	NA	X	Transportation: Rockingham Co. Towns of Atkinson, Auburn, Brentwood, Candia, Danville, Deerfield, East Kingston, Epping, Exeter, Fremont, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Newfields, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Raymond, Sandown, Seabrook & Stratham. Strafford Co. Towns of Barrington, Durham & Lee.
8	Newport Senior Center Newport NH	X	X	(Home Delivered Meals: Sullivan Co. Towns of Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity & Washington) (Congregate Meals: Sullivan Co. Towns of Charlestown, Claremont & Newport) (Transportation: Sullivan Co. Town of Newport)
9	Ossipee Concerned Citizens, Inc. Center Ossipee NH	X	NA	(Home Delivered Meals: Carroll Co. Towns of Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth & Wakefield) (Congregate Meals: Carroll Co. Towns of Moultonboro, Ossipee, Sandwich & Tamworth)

New Hampshire DHHS Contract Unit

Attachment B

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
10	Rockingham Meals on Wheels and Nutrition Program, Brentwood NH	X	X	(Nutrition: Rockingham Co. All) (Transportation: Rockingham Co. All)
11	Strafford Nutrition Meals on Wheels Somersworth NH	X	NA	(Home Delivered Meals: Strafford Co. All) (Congregate Meals: Strafford Co. Towns of Dover, Rochester & Somersworth)
12	St Joseph Community Services Merrimack NH	X	X	(Home Delivered Meals: Hillsborough Co. Town of Amherst) (Congregate Meals: Hillsborough Co. Towns of Antrim, Bedford, Bennington, Brookline, Deering, Frankestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Old Dunstable, Pelham, Peterborough, Sharon, Temple, Weare, Wilton & Windsor) (Transportation: Hillsborough Co. Towns of Amherst, Milford, Hillsborough & Deering)
13	Tri-County Community Action Program, Inc. Berlin NH	X	X	(Home Delivered Meals: Coos Co. All) (Congregate Meals: Coos Co. Towns of Berlin, Colebrook, Dummer, Gorham, Lancaster, Milan, North Stratford, Pittsburg, Shelburne & Whitefield) (Transportation: Coos Co. ALL except Towns of Carroll, Dalton, Dummer & Milan. Grafton Co. Towns of Bethlehem, Dalton, Easton, Franconia, Lincoln, Lisbon, Littleton, Lyman, Sugar Hill, Twin Mountain, Woodsville & Woodstock. Carroll Co. Towns of Albany, Center Conway, Conway, Center Ossipee, Center Tuftonborough, Madison, Meredith, Moultonborough, North Conway, North Sandwich, Ossipee, Redstone, Sandwich, South Tamworth, Tamworth, Tuftonboro, West Ossipee & Wolfeboro)
14	VNA @ HCS (Home Healthcare & Hospice and Community Services) Keene NH	X	X	(Home Delivered Meals: Cheshire Co. Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester & Westmoreland) (Congregate Meals: Cheshire Co. All) (Transportation: Cheshire Co. Town of Keene)

An "X" denotes that the Contractor shall provide that service(s)



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

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 642 Central Avenue, Dover, NH, 03821.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$89,391.80.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Add Exhibit B-2
10. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
12. Delete in its entirety, 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation 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

5/5/15
Date

[Signature]
Diane Langley
Director

Community Action Partnership of Strafford County

4/27/15
Date

[Signature]
NAME Betsy Andrews Parker
TITLE Executive Director

Acknowledgement:

State of NH, County of Strafford on 4/27/15, 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

Kristen Comeau - Executive Assistant
Name and Title of Notary or Justice of the Peace





**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15

[Signature]
Name: Megan A. [Signature]
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:



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	X
Title XX	NA	NA	NA

NA means the service is not applicable to this contract.



Exhibit A Amendment #1

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: *cap*
Date: *4/27/15*



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: *Ear*
 Date: *4/27/15*



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials EAS
Date 4/27/15



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

-
- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Name: Community Action Partnership of Strafford County

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Funding Source and Service						
Title IIIB Transportation	3,895	18,825	\$39,728.75	974	4,706	\$9,934.30



SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

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

Contractor Initials

EAP

Date

4/27/15



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

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

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

Contractor Name: Community Action Partnership
of strafford county

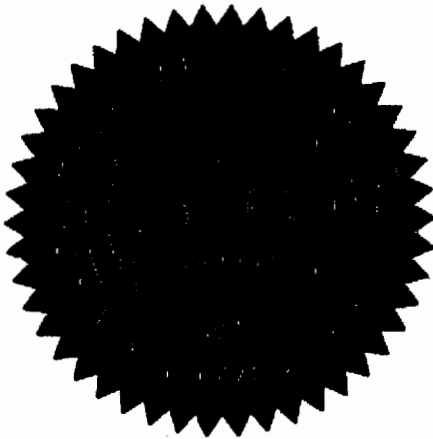
Date 4/27/15

Ea And Park
Name: Betsy Andrews Parker
Title: Executive Director

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style with a prominent initial "W".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12/15/2014 :
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 27 day of April, 2015.
(Date Contract Signed)

4. Betsey Andrews Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Colene Arnold
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 27 day of April, 2015.

By Colene Arnold
(Name of Elected Officer of the Agency)

Jennifer L. Rhode
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/29/2019



Community Action Partnership of Strafford County
Board of Directors Annual Meeting Minutes
December 15, 2014
Frisbie Memorial Hospital

Attendance- Lauren Berman, Jeni Mosca, Jean Miccolo, Becky Sherburne, Dave Terlemezian, Colene Arnold, Mya Wylder, Nicole Jordan, Cassandra Mason

Guests: attendees of the annual meeting. List on file.

Staff: Jen Rhode, Betsey Andrews Parker, Melissa Adams, Suz Weete, Susan Geier, Kenn Ortmann, Quinn Slayton, Pat Meattey, Charna Aversa, Deb Meader, Brandi Chagnon,

Betsey Andrews Parker, Executive Director, opened the meeting (chair absent due to illness) and welcomed the attendees to the annual meeting for the Community Action Partnership for Strafford County.

The annual statistics were reviewed and programs highlighted that the agency grew this year: summer meals and coordinated access. Betsey referred the attendees to the annual report provided and available on the website. She also highlighted our fundraiser, CAP Lip Sync, as a new way to raise awareness of services, find new supporters and raise money for services.

Jeni Mosca, Board Treasurer, presented a summary of the fiscal work of CAP last year. Highlights of the fiscal work include: implementation of a new accounting program, development audit, discussion of a capital campaign, and board finance training by Leone, McDonnell and Roberts. She turned over the presentation to Doug Surina, Finance Director for CAP. Doug reviewed the results of the 2013 audited financial statements. He specifically talked about our revenue and expenses and referred to slide deck which detailed our audited statements. He referred the attendees to our website where we have published the 990 for review.

Coordinated Access panel- CAP in partnership with the Greater Seacoast Coalition on Homelessness, is operating Coordinated Access for the greater seacoast region. This is an initiative funded by United Way of the Greater Seacoast. Coordinated Access provides a game-changing approach to better serving the homeless while at the same time improving efficiency in the field.

Operating out of the Community Action Partnership of Strafford County in Dover, that person, the Coordinated Access Specialist, is the primary point person for referrals and placements, performs an assessment over the phone, provides resources when appropriate and, if necessary connect the client with a shelter. The goal is to prevent homelessness, which makes the one-on-one conversations so critical; perhaps there are community programs or supports that can belie the need to leave their current housing.

A panel of partners presented their experience with Coordinated Access, trends in programming and status of future funding. The panelists were: Maureen Ryan, Bureau of Homeless and Housing Services, NH DHHS, Martha Stone, Executive Director, Cross Roads House, and Erik Swanson, Coordinated Access Specialist, Community Action Partnership of Strafford County

Election of officers

Colene Arnold, Board Secretary, presented the slate of officers approved at the November Board of Directors. The following is the new executive committee for CAPSC: David Terlemezian, Chairman, Carrie DiGeorge, Vice Chair, Jeni Mosca, Treasurer, and Colene Arnold, Secretary

Community Action Partnership of Strafford County
Board of Directors Annual Meeting Minutes
December 15, 2014
Frisbie Memorial Hospital

New Chair Dave Terlemezian addressed the attendees, thanked them for attending and adjourned the annual meeting at 10:20am.

Special Meeting

Chair Dave Terlemezian called a special board meeting at 10:30am to discuss the following:

1. vote to authorize the Executive Director and/or Board Chair to enter into contracts on behalf of CAP from December 1, 2014 to November 30, 2015
2. discussion and vote on terminating CAP's fiscal agent arrangement with the Bridging the Gaps Coalition and transferring the SAMSHA grant to the City of Rochester

The board votes to authorize the Executive Director and Board Chair to enter into contracts on behalf of the Community Action Partnership of Strafford County for the fiscal year. The vote is specifically required for state of NH contracts. If we did not vote for a year period we need to call meetings in addition to the scheduled board meetings for contract approval. Colene, the board secretary, signs off on each certificate of vote as a board member for NH contracts. Betsey includes all grants received/submitted in her ED report to the board as an additional notification of grant awards. Head Start is a separate meeting item for approval. Jeni Mosca made a motion to approve the Executive Director and Board Chair to enter into contracts on behalf of CAP for fiscal year 2015. Colene Arnold seconded the motion. Motion passed.

CAP is the fiscal for the Bridging the Gaps coalition. Betsey spoke with the Board Chair regarding the coalition, the poor federal monitoring report from the August site review, lack of compliance from the program perspective (CAP fiscal is sound) and lack of understanding of the monitoring letter by the coalition. CAP staff worked for the past year to assist the coalition (duty above and beyond our fiscal agent agreement) to meet the grant requirements. The coalition is not meeting the grant requirements and CAP staff strongly feels the coalition will not be able to correct the monitoring issues in the timeline. CAP staff does not recommend continuing with the fiscal agent relationship because it puts CAP's clean record with the feds at risk if the grant is defunded/found out of compliance/etc. The coalition members have found a new fiscal agent (city of Rochester). This grant is not mission central and totals \$125,000 per year. We are the pass thru agent. CAP is the 2nd fiscal agent for this coalition. CAP staff strongly support relinquishing the grant. Carrie asked what the ramifications would be with Rochester if we relinquish. Betsey said the transfer to the City would help but the damage of the monitoring letter is done. The coalition is not taking responsibility for the work and blame the past fiscal and staff. It will be inevitable that CAP will be blamed for a perceived failure. Betsey asked Dave to reach out to Rochester PD to offer guidance and has invited chair to next coalition meeting to address issues/answer questions. CAP staff feel relinquishing grant at this point will do less damage than a grant failing and having it taken away. As the fiscal, we have little control but most risk. Jeni Mosca made a motion to relinquish the grant within 90 days or sooner of this board meeting. Cassandra Mason seconded the motion. Motion passed.

Meeting adjourned at 10:45am



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

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 CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Mark R. Harvie, VP, Commercial Lines Manager PHONE (A/C No. Ext): (603) 232-9306 FAX (A/C No.): E-MAIL ADDRESS: mharvie@cgibenefitsgroup.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: New York Marine & General Ins INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 14-15 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZHVA192135 01	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWVA156930 01	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			UHVA192136 01	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC201400007962 Statutory State 3 A. NH	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			ZHVA192135 01	12/31/2014	12/31/2015	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER NH DHHS Browning Building 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Edward Young/KF

MISSION

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



VISION

Working to eliminate poverty in
Strafford County

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

FOR THE YEAR ENDED DECEMBER 31, 2013
AND
INDEPENDENT AUDITORS' REPORTS

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2013

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statement of financial position as of December 31, 2013, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2014, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

June 24, 2014
Wolfeboro, New Hampshire

*Leane McDonnell & Roberts
Professional Association*

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2013**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 614,293
Accounts receivable	656,934
Inventory	15,307
Prepaid expenses	<u>79,283</u>
Total current assets	<u>1,365,817</u>

NONCURRENT ASSETS

Security deposits	19,261
Property, net of accumulated depreciation	667,667
Other noncurrent assets	<u>10,000</u>
Total noncurrent assets	<u>696,928</u>

TOTAL ASSETS	<u>\$ 2,062,745</u>
---------------------	----------------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Demand note payable	\$ 87,178
Accounts payable	67,785
Accrued payroll and related taxes	92,674
Accrued compensated absences	80,592
Refundable advances	542,894
Other current liabilities	<u>55,918</u>
Total liabilities	<u>927,041</u>

NET ASSETS

Unrestricted	
Undesignated	1,065,270
Board designated	<u>7,328</u>
Total unrestricted	1,072,598
Temporarily restricted	<u>63,106</u>
Total net assets	<u>1,135,704</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,062,745</u>
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See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 7,364,989	-	\$ 7,364,989
Fees for service	382,531	-	382,531
Rent revenue	26,715	-	26,715
Public support	249,593	\$ 63,106	312,699
In-kind donations	486,220	-	486,220
Interest	108	-	108
Fundraising	19,866	-	19,866
Other revenue	5,192	-	5,192
	<u>8,535,214</u>	<u>63,106</u>	<u>8,598,320</u>
Total revenues and support			
EXPENSES			
Program services			
Child services	2,421,621	-	2,421,621
Community Services	1,599,936	-	1,599,936
Energy assistance	2,851,652	-	2,851,652
Housing	220,626	-	220,626
Weatherization	460,621	-	460,621
Workforce development	235,839	-	235,839
	<u>7,790,295</u>	<u>-</u>	<u>7,790,295</u>
Total program services			
Supporting activities			
Management and general	803,269	-	803,269
Fundraising	8,070	-	8,070
	<u>8,601,634</u>	<u>-</u>	<u>8,601,634</u>
Total expenses			
CHANGE IN NET ASSETS	(66,420)	63,106	(3,314)
NET ASSETS, BEGINNING OF YEAR	<u>1,139,018</u>	<u>-</u>	<u>1,139,018</u>
NET ASSETS, END OF YEAR	<u>\$ 1,072,598</u>	<u>\$ 63,106</u>	<u>\$ 1,135,704</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2013**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ (3,314)
Adjustment to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	78,719
In-kind donation of vehicle	(48,501)
(Increase) decrease in assets:	
Accounts receivable	16,218
Inventory	98,291
Prepaid expenses	(38,022)
Other noncurrent assets	(10,000)
Increase (decrease) in liabilities:	
Accounts payable	34,208
Accrued payroll and related taxes	5,152
Accrued compensated absences	11,971
Refundable advances	59,174
Other current liabilities	<u>5,449</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>209,345</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	<u>(807)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(807)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayment of demand note payable	(2,822)
Repayment of long term debt	<u>(34,050)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(36,872)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	171,666
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>442,627</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 614,293</u></u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	<u><u>\$ 4,211</u></u>

See Notes to Financial Statements

<u>Child Services</u>	<u>Community Services</u>	<u>Energy Assistance</u>	<u>Housing</u>	<u>Weatherization</u>	<u>Workforce Development</u>	<u>Total Program Services</u>	<u>Management And General</u>
1,311,950	\$ 720,650	\$ 237,746	\$ 51,410	\$ 70,387	\$ 145,865	\$ 2,538,008	\$ 511,063
142,823	74,518	23,414	6,207	15,044	13,664	275,670	43,655
147,025	78,587	24,189	4,983	17,789	19,028	291,601	22,025
86,035	143,033	2,512,124	109,173	252,434	3,707	3,106,506	166
169,871	299,366	-	-	16,983	-	486,220	-
95,586	42,091	3,223	6,752	38,772	8,980	195,404	23,305
48,734	41,145	8,160	11,961	8,058	3,140	121,198	2,452
68,606	11,237	15,288	-	-	24,990	120,121	1,070
47,739	30,094	3,047	27,338	1,998	3,062	113,278	6,843
-	-	-	-	-	-	-	113,592
29,696	6,876	6,169	128	3,450	160	46,479	63,006
45,051	35,143	447	176	7,270	3,502	91,589	17,567
57,737	28,709	2,745	26	101	3,527	92,845	4,265
59,496	21,651	265	150	283	150	81,995	5,744
32,551	13,852	-	1,431	26,808	1,827	76,469	2,250
55,997	34,878	2,812	709	50	1,240	95,686	(28,591)
7,205	7,547	10,127	-	309	163	25,351	2,350
12,041	6,433	1,805	161	885	2,834	24,159	5,793
-	-	-	-	-	-	-	4,211
3,478	4,126	91	21	-	-	7,716	927
<u>2,421,621</u>	<u>\$ 1,599,936</u>	<u>\$ 2,851,652</u>	<u>\$ 220,626</u>	<u>\$ 460,621</u>	<u>\$ 235,839</u>	<u>\$ 7,790,295</u>	<u>\$ 803,269</u>

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

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

Basis of Presentation

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

Financial Statement Presentation

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

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

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

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

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

At December 31, 2013 the Agency had unrestricted and temporarily restricted net assets.

Refundable Advances

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

Contributions

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

Contributed Services

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

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

Fair Value of Financial Instruments

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

Inventory

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

Property and Depreciation

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

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

Depreciation expense aggregated \$78,719 for the year ended December 31, 2013.

Accrued Earned Time

The Agency has accrued a liability of \$80,592 at December 31, 2013, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

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

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years (2010 through 2013), for the purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

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

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the year ended December 31, 2013 amounted to \$15,498.

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$209,139 for the year ended December 31, 2013.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$106,027 for the year ended December 31, 2013.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$170,871 and \$12,207, respectively, for the year ended December 31, 2013.

The Agency also received, in the form of an in-kind contribution, a portion of a bus that was placed in service during the year ended December 31, 2013. Under the terms of the agreement the Agency paid approximately \$5,333 and received a bus with a value of approximately \$53,834.

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 activities benefited.

Subsequent Events

Subsequent events have been evaluated through June 24, 2014, which is the date that the financial statements were available to be issued.

NOTE 2. PROPERTY

As of December 31, 2013, property consisted of the following:

Land, buildings and improvements	\$ 719,429
Furniture, equipment and machinery	482,186
Vehicles	<u>296,266</u>
Total	1,497,881
Less accumulated depreciation	<u>(830,214)</u>
Net property	<u>\$ 667,667</u>

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2013. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEGGED ASSETS

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

NOTE 5. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due on November 21, 2014. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.25% at December 31, 2013. The note is collateralized by all the assets of the Agency.

NOTE 6. LONG TERM DEBT

The Agency had a 7.50% mortgage payable to a financial institution in monthly installments for principle and interest of \$1,209 through May 2013, when the note was paid in full. The note was collateralized by a first mortgage lien and assignment of leases and rents on certain real estate of the Agency.

NOTE 7. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2013, the Agency had \$63,106 in net assets temporarily restricted by donor-imposed use restrictions.

NOTE 8. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the year ended December 31, 2013, the annual lease/rent expense for the leased facilities was \$121,191. Certain equipment is leased by the Agency under the terms of various operating leases.

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

<u>Year Ended December 31</u>	<u>Amount</u>
2014	\$ 145,532
2015	117,632
2016	68,351
2017	5,004
2018	<u>4,587</u>
Total	<u>\$ 341,106</u>

NOTE 9. RETIREMENT PLAN

The Agency maintains a voluntary contributory 403(b) plan for its employees who have completed one year of service with the Agency. The Agency matches 25% of employee contributions to the plan, to a maximum of 5% of salaries. Plan contributions are fully vested and non-forfeitable when contributions are made to the plan. Retirement plan contributions for the year ended December 31, 2013 totaled \$29,952.

NOTE 10. FUNDRAISING EXPENSES

The fundraising expenses related to fundraising revenues were \$8,070 for the year ended December 31, 2013.

NOTE 11. CONCENTRATION OF RISK

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term, however, Management feels this risk is of no particular concern at this time.

NOTE 12. CONCENTRATION OF CREDIT RISK

The Agency maintains their cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with their primary financial institution to collateralize the balances in excess of \$250,000. At December 31, 2013, there was no uninsured cash balance.

NOTE 13. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2013.

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

<u>PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>GRANT NUMBER CONTRACT NUMBER</u>	<u>PASS-THROUGH GRANTOR'S</u>
Food Commodities)	10.558 10.559 10.569	State of New Hampshire Department of Education State of New Hampshire Department of Education Belknap-Merrimack Community Action Partnership		4300-Z 4300-Z
<u>Urban Development</u>	14.218 14.218 14.235 14.235 14.900	City of Dover, New Hampshire City of Rochester, New Hampshire State of New Hampshire Department of Health and Human Services Community Partners / Behavioral Health / Services Belknap-Merrimack Counties, Inc.	2001-003	NA NA 010-092-7176 NA NA
Persons and Persons	17.258 17.278	Southern New Hampshire Services, Inc. Southern New Hampshire Services, Inc.		10188 10188
Persons	20.513	State of New Hampshire Department of Transportation	EE00060	01-02-02-024010-71
<u>Services</u>	81.042	State of New Hampshire Governor's Office of Energy & Community Services		
Part B- Grants for	93.276 93.600	State of New Hampshire Division of Elderly and Adult services Southern New Hampshire Services, Inc.		01CH1: 010-048-7872 10242
Grant, and Early	93.044 93.558 93.568	State of New Hampshire Governor's Office of Energy & Planning State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	010-045-6146-090-0415	01-02-02-024010-770: 05-95-90-902
Grant to the States	93.505 93.667	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section		05-95-40-404
	93.994 93.569	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section State of New Hampshire, DHHS, DFA		05-95-90-902 010-045-7148

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2013. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, change in net assets, or cash flows of the Agency.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 FOOD DONATION

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statement of financial position as of December 31, 2013, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 24, 2014.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell & Roberts
Professional Association

June 24, 2014
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2013. Community Action Partnership of Strafford County'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 Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2013.

Report on Internal Control Over Compliance

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

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

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

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

June 24, 2014
Wolfeboro, New Hampshire

*Leane McDonnell & Roberts
Professional Association*

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Partnership of Strafford County.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under Section 510(a) of OMB Circular A-133.
7. The programs tested as major were: Department of Health and Human Services, Head Start; CFDA 93.600, Department of Health and Human Services, Community Services Block Grant; CFDA 93.569, Department of Agriculture, Child and Adult Food Program, CFDA 10.558.
8. The threshold used for distinguishing Type A and B programs was \$300,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2012**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2012.



ATTACHMENT

2015 Board of Directors

David Terlemezian, Chair
Jeni Mosca, Treasurer
Jason Shute
Becky Sherburne
Lauren Berman
Nicole Jordan
Jeannie Wilson
Don Routhier

Carrie DiGeorge, Vice Chair
Colene Arnold, Secretary
Joe Bailey
Cassandra Mason
Sunmayyab (Maya) Wylder
Jean Miccolo
Dot Hooper

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:

61 Locust Street, Dover 603-516-8126
527 Main Street, Farmington 603-516-8191

Head Start Centers:

62A Whittier Street, Dover 603-516-2300
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-516-2330
184 Maple St. Ext., Somersworth 603-817-5458

RESUME

Sandra M. Constantine

Objective

To be a positive influence in the implementation of public service projects for a caring and dedicated public or non profit organization.

Education

Sanford High, Sanford, ME

Experience

Romac Orchards
Sanford, ME
Packer 1970-1974

Dr. Douglas
Rochester Hill Road, Rochester, NH 03867
Veterinarian Assistant 1975-78

Strafford County Community Action

Part-Time Elderly Transportation Driver 1978-present

Brandice Chagnon

Objective To advance in my career in a social services agency that promotes and lives by its mission to rise individuals out of poverty and achieve self-sufficiency.

Experience

5/11-Present CAP of Strafford County Dover, NH

Community Services Manager

- Meet or exceed budget guidelines by managing the Fuel and Electrical assistance budgets.
- Established and maintain professional rapport with representatives from the Office of Energy and Planning, various political officials, and local welfare office directors.
- Facilitate staff professional development to include training on extensive customer service related topics.
- Enlightened key community partners to CAPSC's mission and role in the community by reaching out and providing knowledge about all CAP related programs at any given opportunity.

5/08-5/11 Rockingham Community Action Raymond, NH

Site Director

- Served residents in 12 surrounding towns with resources to achieve self-sufficiency.
- Compiled and tracked all clients that utilize any form of service in the outreach center.
- Tracked and reported all funding, revenue and budgets for the center on a monthly basis.
- Supervised and trained staff on new tools, resources and programs run by the outreach center
- Worked closely with Town Welfare, landlords, utility companies NH Housing and various other community-involved offices to ensure clients best interest are sought.

3/06-5/08 Rockingham Community Action Portsmouth, NH

Work Resource Specialist

- Assisted former TANF recipients to achieve job advancement and retention and prevent recidivism and reliance on public assistance.
- Maintained awareness of community resources and referring agencies to better assist clients in need.
- Maintained and updated monthly reports using extensive Microsoft Excel spreadsheets.

8/05-3/06 Work Opportunities Unlimited Derry, NH

Vocational Resource Specialist

- Assisted individuals with various backgrounds and skills set to find and maintain meaningful employment within the community.
- Maintained relationships with homecare providers, guardians and caseworkers for each client to achieve the highest support level possible in finding employment.
- Prepared daily, weekly and monthly progress notes on each individual in a four-person caseload.

4/03-5/05 Brian's House in the Village Plymouth, NH

Program Coordinator

- Facilitated and Supervised safe visitation for children and families.
- Collaborated closely with Plymouth District Court, DCYF, Domestic Violence Shelter, and Various Guardian *ad litem*s in the surrounding counties.
- Reviewed court documents in order to comply with visitation.
- Assisted the director in acquiring federal and corporate grants.

1997-2003 Market Basket. Salem/Tilton, NH

Assistant Manager

- Managed and directed front-end personnel on a nightly basis.
- Assisted in creating schedules for all front-end personnel on a weekly basis.

Education 2000-2004 Plymouth State University Plymouth, NH

- B.A., Childhood Studies.
- Graduated Outstanding Senior Woman.

Achievements

- PSU Class of 2004 Vice President
- PSU Top 20 Outstanding Senior Award
- 2003 Community Service Award
- Americorps Member and scholarship recipient 2003

C. Quinn Slayton

SPECIALITIES

- **Community Action leadership**
- **Program management**
- **Anti-poverty work**
- **Fundraising & grant writing**
- **Staff & volunteer supervision**

CAREER HIGHLIGHTS

- Nonprofit senior leadership experience, specifically at a Community Action Agency
- Experience with program management, including budget oversight, staff & volunteer supervision, and program evaluation
- Years of successful fundraising through individual donor development, workplace campaigns, and grant writing
- Strong relationships with a diverse portfolio of greater Seacoast businesses and nonprofits
- Lead organizer on two successful community initiatives to support low-income and homeless community members
- Certified trainer in *Bridges Out of Poverty* to change mindsets to create better community strategies around ending poverty
- Staff leader on mission advancement team, including a reorganization of agency intake system
- Graduate of Leadership Seacoast, a 6-month intensive community leadership program

EDUCATION & CERTIFICATIONS

Certificate of Non-Profit & National Service Management, 2009
Evans School of Public Affairs, University of Washington, Seattle, WA

Bachelor of Fine Art, 2004
Ball State University, Muncie, IN

CURRENT POSITION

Community Services & Housing Director: December 2014 - present
Community Action Partnership of Strafford County, Dover, NH

Senior level position with significant responsibility for supervision and oversight of major programs and staff. Responsible for grant writing, budget development & tracking, coordinating, implementing, evaluating and reporting on programs for Community Services (energy, food pantry and senior transportation), Weatherization, Housing, Homeless Outreach and Workforce programs.

WORK EXPERIENCE

Director, Resource Development: July 2012 – November 2014
United Way of the Greater Seacoast, Portsmouth, NH & United Way of Massachusetts Bay & Merrimack Valley, Lowell, NH

Growing & strengthening relationships with businesses, non-profits, and individuals to inspire greater and more consistent giving to the United Way in the Greater Seacoast region of New Hampshire and the Merrimack Valley region of Massachusetts.

Volunteer Program Manager: August 2009 – July 2012

Skagit County Community Action Agency, Mount Vernon, WA

Senior manager of the Volunteerism Division, including grants management of national service programs, the volunteer center, and community engagement & fund development initiatives.

Campaign Associate: September 2011 – December 2011

United Way of Skagit County, Burlington, WA

Led workplace campaign presentations at businesses, non-profits, and school district to inspire giving to United Way.

Project Supervisor: August 2006 - August 2009

Washington Reading Corps & VISTA, Skagit County Community Action Agency, Mount Vernon, WA

Supervised and managed 60 AmeriCorps national service members in 20 school and non-profit sites. Responsible for member & site support and fiscal management of program.

Board Member: October 2006 - October 2007

The Connection: A Women's Space, Bellingham, WA

Founding board member of women's community arts center. Led efforts to apply for 501(c)3 status.

Team Leader (AmeriCorps VISTA Leader): August 2005 - August 2006

Washington Reading Corps, Campus Compact, Western Washington University, Bellingham, WA

Provided support, leadership, and training to AmeriCorps members serving as reading tutors in elementary schools. Responsible for recruiting, interviewing, and hiring 34 positions.

School Safety Coordinator (AmeriCorps VISTA): August 2004 - August 2005

Bethel School District, Alliance for Children, Youth, & Families, Tacoma, WA

Assisted school district with implementation of school safety plans. Developed and illustrated a children's curriculum for earthquake safety education implemented in elementary schools.

ORGANIZATIONS

- **Seacoast Rotary**, March 2014-present
- **United Way Emerging Leaders**, September 2013-present
- **Catapult**, September 2012-present
- **Leadership Seacoast**, January 2012-present

OTHER SKILLS

- High energy, positive attitude
- Thrive in a diverse work place
- Excellent verbal & written communication skills
- Proficiency in Microsoft Office suite, Adobe products, website design, and database creation
- Experience with Raiser's Edge, CSST, HMIS, ANDAR and CRM.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandy Constantine	Senior Transportation Provider	\$23,600.00	100 %	\$23,600.00
Brandi Chagnon	Community Services Manager	\$40,000	0	0
Quinn Slayton	Community Services and Housing Manager	\$57,000	0	0

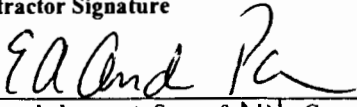
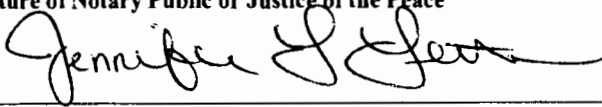

Subject: Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue Dover, NH 03821	
1.5 Contractor Phone Number (603) 516-8130	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$39,728.75
1.9 Contracting Officer for State Agency Mary Macgioncalda, Administrator		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Executive Director, Betsey Andrews Parker	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>5/20/14</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer L. Letson, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockman 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: <u>Nick Brown</u> On: <u>5/21/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



EAD
5/20/14

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.

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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

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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.

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New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.
The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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



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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue in Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/3 65)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).



Exhibit B

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.



10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

**Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015**

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	3,895	18,825	\$ 39,728.75



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: CAPSC

5/20/14
Date

GA And Pa
Name: Betsy Andrews Parker
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: CAPSC

5/20/14
Date

EA And PA
Name: Betsy Andrews Parker
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: CAPSC

5/20/14
Date


Name: Betsey Andrews Parker
Title: Executive Director



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: CAPSC

5/20/14
Date

EAP
Name: Betsy Andrews Parker
Title: Executive Director



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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH, 03302.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on March 27, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$3,729,193.90.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

AC
4/30/15



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. 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.

P.R.
4/30/15



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

5/15/15
Date

[Signature]
Diane Langley
Director

Community Action Program Belknap and Merrimack Counties, Inc.

4/30/2015
Date

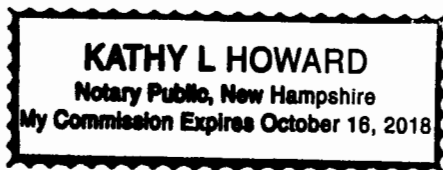
[Signature]
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 4/30/2015, 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

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



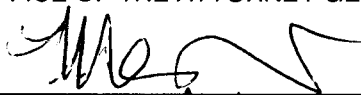


**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

[Handwritten Signature]
4/30/15



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

[Handwritten Signature]
2/13/15



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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4/30/15



Exhibit B Amendment #1


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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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4/30/15

Exhibit B-4

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

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	58,839		\$323,614.50	14,710		\$80,905.00
	Title III C-2 Home Delivered Meals	121,809	136,170	\$631,624.65	30,452	34,043	\$157,905.10
	Title IIIB Transportation	20,872	101,316	\$213,024.80	5,218	25,329	\$53,256.20
	Title XX Home Delivered Meals	93,590	117,480	\$489,155.50	23,398	29,370	\$122,291.30

Contractors Initials: 
Date: 7/30/15



SPECIAL PROVISIONS

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

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

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Date *4/30/15*



- 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.

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

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

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

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

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

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

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

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

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

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

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

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

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4/30/15



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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

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

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

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

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

Exhibit G

Contractor Initials

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

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

4/30/2015
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

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

Contractor Initials RL

Date 4/30/15

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 Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

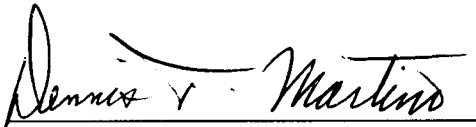
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 9/30/2016 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 30th day of April, 2015.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 30th day of April, 2015, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

4/30/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2015

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com																						
INSURED Community Action Programs P. O. Box 1016 Concord NH 03302		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>Arch Ins Co</td> <td>11150</td> </tr> <tr> <td>INSURER B</td> <td>QBE Insurance Corp</td> <td>39217</td> </tr> <tr> <td>INSURER C</td> <td>Hanover Ins Group</td> <td></td> </tr> <tr> <td>INSURER D</td> <td>N.H.M.M. JUA</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Arch Ins Co	11150	INSURER B	QBE Insurance Corp	39217	INSURER C	Hanover Ins Group		INSURER D	N.H.M.M. JUA		INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: 14-15 All w/ prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NCPKG0226602	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			NFP0086654- (D&O)	4/1/2015	4/1/2016	Directors & Officers \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NCAUT0226602	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NCFXS0226600	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N	QWC3000372 (3a.) NH All officers included	6/17/2014	6/17/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime			BDV1945863	3/27/2015	3/27/2016	Limit 500,000
D	Professional			NHJUA11882	12/30/2014	12/30/2015	Limit 1,000,000

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

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services Bureau of Elderly & Adult Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/JSC 



Community Action Program Belknap–Merrimack Counties, Inc.



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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMCI Statement of Purpose

ALTON Senior Center.....875-7102 Prospect View Housing875-3111	CONCORD Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals-on-Wheels.....225-9092 Concord Area Transit.....225-1989 Horseshoe Pond Place.....228-6956 WIC/CSFP.....225-2090 Workplace Success.....223-2306	FRANKLIN Area Center.....934-3444 Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4161 Riverside Housing.....934-6340	LACONIA Area Center.....524-6512 Head Start.....528-6334 Early Head Start.....528-6334 Senior Center.....524-7689 Family Planning.....524-5453 Prenatal.....524-5453 Winnepesaukee Transit.....528-2496 Workplace Success.....524-4367	NEWBURY Newbury Commons Housing.....763-0360	PITTSFIELD Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-8611
BELMONT Senior Center.....267-9867 Heritage Terr. Housing.....267-8801	KEARSARGE VALLEY Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398	NEWBURY Family Planning.....539-7552 Prenatal.....539-7552	OSSIPEE Family Planning.....539-7552 Prenatal.....539-7552	PEMBROKE Village at Pembroke Farms Housing.....486-1842	SUNCOOK Area Center.....485-7824 Senior Center.....485-4254
BRADFORD Senior Center.....938-2104	EPSOM Meadow Brook Housing736-6250	MEREDITH Area Center.....278-4096	TILTON Senior Center.....527-6291		

Financial Statements

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

**FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2014 and 2013, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2014.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2014 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*, and the schedules of revenues and expenditures, and refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2014, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leane McDonnell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,048,391	\$ 1,205,452
Accounts receivable	2,635,718	3,484,861
Prepaid expenses	<u>233,047</u>	<u>424,367</u>
Total current assets	<u>3,917,156</u>	<u>5,114,680</u>
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	<u>6,153,197</u>	<u>5,935,585</u>
Total property	10,771,486	10,553,874
Less accumulated depreciation	<u>(6,393,172)</u>	<u>(5,928,189)</u>
Property, net	<u>4,378,314</u>	<u>4,625,685</u>
OTHER ASSETS		
Investments	94,439	82,419
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>233,880</u>	<u>221,860</u>
TOTAL ASSETS	<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 137,236	\$ 129,407
Accounts payable	1,578,759	2,022,052
Accrued expenses	1,120,302	1,179,626
Refundable advances	<u>912,848</u>	<u>1,070,024</u>
Total current liabilities	3,749,145	4,401,109
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,608,954</u>	<u>1,744,319</u>
Total liabilities	<u>5,358,099</u>	<u>6,145,428</u>
NET ASSETS		
Unrestricted	2,629,700	2,909,675
Temporarily restricted	<u>541,551</u>	<u>907,122</u>
Total net assets	<u>3,171,251</u>	<u>3,816,797</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,529,350</u>	<u>\$ 9,962,225</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2014
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 16,799,982		\$ 16,799,982	\$ 19,545,688
Other funds	5,350,061	\$ 2,137,274	7,487,335	6,042,343
In-kind	793,868		793,868	1,066,723
United Way	86,102		86,102	150,918
	<u>23,030,013</u>	<u>2,137,274</u>	<u>25,167,287</u>	<u>26,805,672</u>
Total revenues and other support				
	23,030,013	2,137,274	25,167,287	26,805,672
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,502,845</u>	<u>(2,502,845)</u>		
Total	<u>25,532,858</u>	<u>(365,571)</u>	<u>25,167,287</u>	<u>26,805,672</u>
EXPENSES				
Compensation	8,042,123		8,042,123	8,633,277
Payroll taxes and benefits	2,398,215		2,398,215	2,245,454
Travel	289,138		289,138	318,080
Occupancy	1,195,834		1,195,834	1,244,115
Program services	10,867,215		10,867,215	11,402,347
Other costs	1,771,081		1,771,081	1,705,075
Depreciation	455,359		455,359	518,831
In-kind	793,868		793,868	1,066,723
	<u>25,812,833</u>	<u></u>	<u>25,812,833</u>	<u>27,133,902</u>
Total expenses				
	25,812,833		25,812,833	27,133,902
CHANGE IN NET ASSETS	(279,975)	(365,571)	(645,546)	(328,230)
NET ASSETS, BEGINNING OF YEAR	<u>2,909,675</u>	<u>907,122</u>	<u>3,816,797</u>	<u>4,145,027</u>
NET ASSETS, END OF YEAR	<u>\$ 2,629,700</u>	<u>\$ 541,551</u>	<u>\$ 3,171,251</u>	<u>\$ 3,816,797</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (645,546)	\$ (328,230)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	455,359	518,831
Donated equipment		26,080
Loss (gain) on sale of property	4,514	(3,242)
(Increase) decrease in current assets:		
Accounts receivable	849,143	(53,687)
Prepaid expenses	191,320	102,653
Increase (decrease) in current liabilities:		
Accounts payable	(443,293)	(420,496)
Accrued expenses	(59,324)	30,313
Refundable advances	<u>(157,176)</u>	<u>(434,518)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>194,997</u>	<u>(562,296)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(214,202)	(139,369)
Investment in partnership	(12,020)	(8,128)
Proceeds from sale of property	<u>1,700</u>	<u>7,250</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(224,522)</u>	<u>(140,247)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(127,536)</u>	<u>(119,869)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(127,536)</u>	<u>(119,869)</u>
NET DECREASE IN CASH	(157,061)	(822,412)
CASH BALANCE, BEGINNING OF YEAR	<u>1,205,452</u>	<u>2,027,864</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,048,391</u>	<u>\$ 1,205,452</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 118,011</u>	<u>\$ 116,248</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2014 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$541,551.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2013, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2010.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2010 through 2013), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

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

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$793,868 in donated facilities, services and supplies for the year ended February 28, 2014.

Advertising

The Organization expenses advertising costs as incurred.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2014. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$912,848 as of February 28, 2014.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2014 was \$344,450.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2014, the annual lease expense for the leased facilities was \$499,120.

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

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2015	<u>\$ 170,719</u>

6. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$409,763 at February 28, 2014.

7. BANK LINE OF CREDIT

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28,

2014) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets.

8. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2014:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,207,288

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2014. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 420,075

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 97,874

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,953

Total 1,746,190
 Less amounts due within one year 137,236

Long term portion \$ 1,608,954

The scheduled maturities of long term debt as of February 28, 2014 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2015	\$ 137,236
2016	145,551
2017	154,380
2018	163,753
2019	173,709
Thereafter	<u>971,561</u>
	<u>\$ 1,746,190</u>

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2014:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>6,153,197</u>
	10,771,486
Less accumulated depreciation	<u>(6,393,172)</u>
Property and equipment, net	<u>\$ 4,378,314</u>

Depreciation expense for the year ended February 28, 2014 was \$455,359.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2014. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2014, approximately \$10,500,000 (41%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2014, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2014, there were no deposits in excess of the uninsured limits.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2014, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Agency Fuel Assistance Program	\$ 16,549
Nutrition and Elder Services	299,339
Software Program-FAP/EAP	781
Senior Center	122,980

Agency Head Start	66,659
Agency Family Planning and Prenatal Program	7,779
Agency Senior Companion Program	917
NH Rotary Food Challenge	4,010
Community Crisis	3,578
Other Programs	<u>18,959</u>
	<u>\$ 541,551</u>

13. **STATEMENT OF FUNCTIONAL EXPENSES**

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

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,660,060	\$ 382,063	\$ 8,042,123
Benefits and payroll taxes	2,260,251	137,964	2,398,215
Travel	287,914	1,224	289,138
Occupancy	1,092,520	103,314	1,195,834
Program services	10,867,215		10,867,215
Other costs:			
Accounting fees	25,184	21,734	46,918
Legal fees	31,545	881	32,426
Supplies	222,607	24,232	246,839
Postage and shipping	57,556	1,029	58,585
Equipment rental and maintenance	3,897	619	4,516
Printing and publications	10,254	38	10,292
Conferences, conventions and meetings	6,911	8,116	15,027
Interest	107,415	10,596	118,011
Insurance	222,040	31,074	253,114
Membership fees	11,133	13,097	24,230
Utility and maintenance	9,926	49,932	59,858
Other	877,324	23,941	901,265
Depreciation	448,943	6,416	455,359
In kind	<u>793,868</u>		<u>793,868</u>
	<u>\$ 24,996,563</u>	<u>\$ 816,270</u>	<u>\$ 25,812,833</u>

14. **RELATED PARTY TRANSACTIONS**

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

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2014.

15. **RECLASSIFICATION**

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

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2014 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$59,439 at February 28, 2014.

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

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

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

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

At February 28, 2014, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds (at fair value)	\$ 47,419
Total gains or (losses) - realized /unrealized	8,702
Purchases	<u>3,318</u>
Ending Balance – mutual funds	<u>\$ 59,439</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,000
Total gains or (losses) - realized/unrealized	<u>-</u>
Ending Balance	<u>\$ 35,000</u>

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

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2014, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2014

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>US DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,504,084
Through State of New Hampshire			
Weatherization-HRRP	93.568		96,098
Fuel Assistance	93.568	611001	4,171,602
Fuel Assistance-SEAS	93.044	611001	15,007
Title III Part C	93.045	410338	720,891
Community Services Block Grant	93.569	610155	424,474
Community Services Block Grant Discretionary	93.570		24,609
Title XX - Block Grant	93.667	410338	348,119
Family Planning	93.217	610237	110,552
Family Planning	93.558	610237	37,176
Family Planning	93.940	610237	7,590
Public Health Network - (ID-PICS)	93.069		26,422
Public Health Network - (ID-PICS)	93.283		899
Public Health Network - (ID-PICS)	93.889		6,053
Title III Part B Rural Transportation	93.044	410338	256,274
TANF - Home Visiting	93.558	N/A	71,829
Prenatal	93.994	520243	24,226
Merrimack County Service Link Program	93.778	N/A	67,905
Merrimack County Service Link Program	93.052	N/A	14,723
Merrimack County Service Link Program	93.667	N/A	7,832
Merrimack County Service Link Program	93.048	N/A	8,220
Merrimack County Service Link Program	93.779	N/A	17,503
Senior Medicare Patrol Program Capacity Building	93.048		19,910
Elder Services/NSIP	93.053	410338	181,207
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	322,549
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		13,916
			<u>10,499,670</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	818,111
CSFP	10.565	611080	845,407
Senior Farmers Market	10.576		84,618
Surplus Food-TEFAP/Admin	10.568	N/A	134,633
Surplus Food-TEFAP	10.569	N/A	1,651,554
CACF Head Start/USDA	10.558	N/A	218,256
Summer Food-USDA	10.559		136,744
			<u>3,889,323</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	377,999
<u>US DEPARTMENT OF TRANSPORTATION</u>			
Through State of New Hampshire			
Concord Area Transit	20.509		461,941
Concord Area Transit-New Freedom	20.521		23,958
Concord Area Transit-JARC	20.516		44,707
Concord Area Transit	20.513		17,928
Winnepesaukee Transit System	20.509	68022	55,294
Winnepesaukee Transit System	20.521		3,831
5310 Capital Advance	20.513		87,321
Through County of Merrimack			
Rural Transportation	20.513		7,907
Volunteer Driver Program	20.513		71,778
			<u>774,665</u>

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

Statewide Lead Abatement Program	14.900		1,493,227
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Through State of New Hampshire

New Start/Outreach Program	14.235	N/A	139,974
Emergency Solutions Grant	14.231	N/A	23,654
Homeless Prevention	14.235	N/A	30,743
Supportive Housing Services	14.235		58,109
			<u>1,745,707</u>

US DEPARTMENT OF ENERGY

Through State of New Hampshire

Weatherization	81.042	551896	102,225
MH Park Weatherization	81.042	N/A	60,177
			<u>162,402</u>

US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment	17.235	610063	410,669
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Through Southern New Hampshire Services

WIA-Adult Program	17.258	N/A	91,000
WIA-Dislocated Worker Program	17.260	N/A	120,044
			<u>621,713</u>

TOTAL AWARDS EXPENDED

\$ 18,071,479

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 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 Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - SUBRECIPIENTS

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

<u>CFDA Number</u>	<u>Program Name</u>	<u>Amount Provided</u>
14.900	Statewide Lead Abatement Program	\$135,423

NOTE D - FOOD COMMODITIES

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

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2014, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2014.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material

weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

*Leane, McDonnell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2014. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2014.

Report on Internal Control Over Compliance

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

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

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

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

*Leone, McDennell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit as reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 93.217 Family Planning - Services
 - 10.558 Child and Adult Care Food Program (CACFP)
 - 10.559 Summer Food Service Program for Children
 - 10.565 Commodity Supplemental Food Program
 - 10.568 Emergency Food Assistance Program (Administrative Costs)
 - 10.569 Emergency Food Assistance Program (Food Commodities)
 - 94.016 Senior Companion Program
8. The threshold for distinguishing Type A and B programs was \$542,144.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>10/1/12-9/30/13</u>	<u>Grant Period</u> <u>10/1/13-9/30/14</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 1,067,482	\$ 3,104,120	\$ 4,171,602
Other	<u>424</u>	<u></u>	<u>424</u>
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>
Expenditures			
Personnel	\$ 163,519	\$ 112,614	\$ 276,133
Fringe benefits	35,412	26,345	61,757
Travel	2,581	1,610	4,191
Occupancy	33,183	28,750	61,933
Direct program costs	786,757	2,913,043	3,699,800
Other costs	<u>46,454</u>	<u>21,758</u>	<u>68,212</u>
	<u>\$ 1,067,906</u>	<u>\$ 3,104,120</u>	<u>\$ 4,172,026</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
Corporation for National Services	\$ <u>108,041</u>	\$ <u>269,958</u>	\$ <u>377,999</u>
Expenditures			
Personnel	\$ 84,426	\$ 190,851	\$ 275,277
Fringe benefits		6,436	6,436
Travel	14,228	70,053	84,281
Other costs	<u>9,387</u>	<u>2,618</u>	<u>12,005</u>
	\$ <u>108,041</u>	\$ <u>269,958</u>	\$ <u>377,999</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period 1/1/13-12/31/13</u>	<u>Grant Period 1/1/14-12/31/14</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 2,921,295	\$ 640,875	\$ 3,562,170
In-Kind	<u>984,055</u>	<u>203,770</u>	<u>1,187,825</u>
	<u>\$ 3,905,350</u>	<u>\$ 844,645</u>	<u>\$ 4,749,995</u>
Expenditures			
Personnel	\$ 1,866,380	\$ 426,100	\$ 2,292,480
Fringe benefits	375,919	87,256	463,175
Travel	32,233	6,268	38,501
In-Kind	984,055	203,770	1,187,825
Other costs	<u>647,234</u>	<u>121,251</u>	<u>768,485</u>
	<u>\$ 3,905,821</u>	<u>\$ 844,645</u>	<u>\$ 4,750,466</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period</u> <u>7/1/12 - 6/30/13</u>	<u>Grant Period</u> <u>7/1/13 - 6/30/14</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services	\$ 97,964	\$ 83,242	\$ 181,206
Title XX	48,971	299,148	348,119
Title III Part C	220,128	500,763	720,891
Other	-	671,429	671,429
	<u>\$ 367,063</u>	<u>\$ 1,554,582</u>	<u>\$ 1,921,645</u>
Expenditures			
Personnel	\$ 358,503	\$ 655,635	\$ 1,014,138
Fringe benefits	59,626	105,631	165,257
Occupancy	53,005	106,017	159,022
Travel	41,226	79,868	121,094
Other costs	241,407	488,529	729,936
	<u>\$ 753,767</u>	<u>\$ 1,435,680</u>	<u>\$ 2,189,447</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Grant Period 10/1/12-9/30/13</u>	<u>Grant Period 10/1/13-9/30/14</u>	<u>Total</u>
Revenues	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>
Expenditures			
Personnel	\$ 162,184	\$ 105,448	\$ 267,632
Fringe benefits	37,940	24,176	62,116
Travel	1,342	853	2,195
Occupancy	5,881	4,519	10,400
Other costs	<u>703,683</u>	<u>897,366</u>	<u>1,601,049</u>
	<u>\$ 911,030</u>	<u>\$ 1,032,362</u>	<u>\$ 1,943,392</u>

Note:

For the year ended February 28, 2014, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2014.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Revenues</u>	<u>Expenditures</u>
Tornado Relief Fund (018)	\$ 19,161	\$ -
Twin River Community Corp (053 & 054)	25,946	42,943
Cottage Hotel (064 & 065)	10,304	9,819
Transport Coordination (084)	296	296
Sandy Ledge (093 & 094)	(128,263)	20,073
Ozanam (104 & 105)	20,177	20,177
Senior Center Program (138)	18,592	17,714
Franklin Intergenerational (184 & 185)	46,994	47,505
Senior Companion Program - Non Federal (223 & 224)	27,621	48,076
Senior Companion Program - State (233 & 234)	31,252	31,252
Franklin Community Services (293 & 294)	24,420	25,449
Head Start - Childcare (353 & 354)	1,015,890	1,015,890
Belknap County - WXN Program (374)	4,288	8,901
Lakes Region Family Center (383 & 384)	159,590	159,590
REIP (402)	21,322	46,738
NH Modular Ramp (432 & 433)	79,694	58,023
Sun Safety (484)		639
New Hampshire Housing Guarantee Program (493 & 494)	236,824	236,824
Core Program (503 & 504)	1,689,146	1,745,819
NH Rotary (540)	1	1,061
Common Pantry (553 & 554)	208	822
Oral Health WIC (600)	(4,463)	
Epsom Elderly Housing (643 & 644)	74,188	74,188

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (653 & 654)	\$ 66,180	\$ 66,180
Alton Housing (663 & 664)	48,670	48,670
Kearsarge Housing (673 & 674)	63,566	63,566
Riverside Housing (683 & 684)	70,310	70,310
Pembroke Housing (708 & 709)	53,543	53,543
Homeless Revolving Loan (728)	16,538	16,538
Community Crisis Fund (746)	3,578	-
Area Centers (763 & 764)	315,556	417,787
THE FIXIT Program (833 & 834)	4,667	1,712
Loan Guarantee Program (847)	58,503	58,503
MC Loan Guarantee Program (848)	2,292	2,292
The Caring Fund (863 & 864)	2,401	5,336
Agency WIC/CSFP (883)	6,531	1,073
Newbury Elderly Housing (884)	82,115	82,115
Agency Account (911 & 980)	96,765	(288,613)
Agency Account FAP (922)	97,642	112,122
Agency Account SCP (932 & 933)	(1,074)	3,413
H/S Agency (943 & 944)	(17,133)	8,515
Agency FP/PN (963)	(882)	382
Saving Heat & Reducing Energy (970)	26	761
Agency Development Fund	17,500	32,500
Agency Horseshoe Pond Place (994 & 995)	27,290	27,290

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2014

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
125	EAP-Lead Agency		\$ 17,847
156	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,747
164	Elder Services Program	93.045,93.667 (deferred amount is not federal)	4,303
170	Volunteer Driver Program		11,500
195	Electric Assistance Program		48,936
224	Senior Companion Program - Non-Federal		1,042
264	Rural Transportation Service	93.044 (deferred amount is not federal)	625
344	Head Start - USDA		273
363	Home Visiting NH	93.558 (deferred amount is not federal)	382
414	Weatherization		9,565
494	NH Housing Guarantee Program		126,865
545	Summer Feeding		27,589
574	Fuel Assistance Program	93.568 (2,827 of deferred amount is not federal)	199,449
594	Homeless Prevention		208,878
714	Concord Area Transit		51,396
728	Homeless Revolving Loan Fund-Belknap County		39,384
729	Homeless Revolving Loan Fund-Merrimack County		8,179
764	Area Center Program		1,476
834	Fixit Program		60,807
847	Loan Guarantee Program		30
855	New Start Program		21,595
883	Agency Account-WIC/CSFP		571
905	Community Services Block Grant	93.569	69,242
944	Agency Account-Head Start		1,167
		TOTAL	\$ 912,848

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

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vacant - *Vice President*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

Andrea MacEachern

Kathy Goode, *Treasurer*

David Siff

Heather Brown

Hope Cassin

Nicolette Clark

Victoria Jones

Theresa M. Cromwell

RALPH LITTLEFIELD

EDUCATION

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

EMPLOYMENT

January 1980 – Present

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

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

June 1978 – January 1980

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

1976 – June 1978

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

1974 – 1975

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

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

BRIAN F. HOFFMAN

WORK EXPERIENCE

- 1981 – Present DEPUTY DIRECTOR
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
- Provides general supervision and direction to the program directors and assists with the development, planning, coordination and implementation of all agency services. Responsible for the financial operation of the Fiscal Department, the programs and the agency.
- 1978-1981 COMMUNITY SERVICES ADMINISTRATOR
Southern New Hampshire Services, Inc.
P.O. Box 5040, Manchester, NH 03108
- 1976-1978 DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.
- 1974-1976 ASSISTANT DIRECTOR OF ELDERLY AFFAIRS
Southern New Hampshire Services, Inc.

EDUCATION

University of New Hampshire
Durham, New Hampshire
Bachelor of Science
Recreation and Parks Administration – 1974

PROFESSIONAL ASSOCIATIONS

- New Hampshire Public Television, Community Advisory Board (appointed 2013)
Treasurer, Board of Directors, New Hampshire Community Development Finance Authority (2006-Present)
New Hampshire Community Action Association
Secretary, Board of Directors, Bedford Firefighters Association (2011-Present)
Retired Volunteer Firefighter and EMT for Bedford Fire Department (30 years)
Baboosic Lake Association, Board of Directors, served as Vice-President and President (12 years)
Pointer Fish and Game Club, Board of Directors, served as Treasurer (5 years)

KATHRYN R. LAVIGNE

WORK EXPERIENCE

- July 1993-Present CHIEF ACCOUNTANT
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, New Hampshire 03302-1016
- November 1992-
June 1993 SENIOR ACCOUNTANT
John Killion & Co., Concord, New Hampshire
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.
- January 1989-
November 1992 OFFICE MANAGER
Rudolph Electrical Co., Inc., Concord, New Hampshire
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.
- October 1979-
September 1988 Rivco, Penacook, New Hampshire
- June 1986-
September 1988 ACCOUNTING MANAGER
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.
- August 1984-
September 1988 CREDIT MANAGER
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.
- October 1979-
August 1984 ACCOUNTS RECEIVABLE CLERK
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

EDUCATION

- 1982-1989 Franklin Pierce College, Concord, New Hampshire
Bachelor's Degree in Accounting and Business Management
May 1989, Graduated Magna Cum Laude
- 1963-1967 Franklin High School, Franklin, New Hampshire
Business-Secretarial, Graduated with high honors

REFERENCES

Available upon request.

PAMELA JOLIVETTE

EMPLOYMENT HISTORY

ELDER SERVICES DIRECTOR

8/97 — Present

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

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

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

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

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

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

As President of NH Coalition of Aging Services initiated strategic planning which led to the broadening of our mission, development of a system to track statewide service data and an annual meeting that highlights the Older American Act with guests from Washington DC.

SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR

12/84 — 8/97

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

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

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

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

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

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

GERIATRIC CASE MANAGER 7/82 — 3/84

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

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

SUPPORT SERVICES DIRECTOR 6/80 — 7/82

Twin Rivers Counseling Center
Franklin, NH 03235

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

PROGRAM DIRECTOR 3/76 — 4/79

Lamoille County Mental Health
Morrisville VT

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

CURRENT PROFESSIONAL ASSOCIATIONS

New Hampshire Association of Aging Services
Vice-Chair Mid-State Regional Coordinating Council
CONFR, Continuing Education in Fund Raising
New Hampshire Transit Association
Advisory Council for the New Hampshire Aging and Disability Resource Centers
National Associations of Nutrition and Aging Service Providers
National Council on the Aging
Meals-on-Wheels Association of America

EDUCATION AND TRAINING

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

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

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

Community Action Program Belknap-Merrimack Counties, Inc.

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

Nutrition and Transportation Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ralph Littlefield	Executive Director	\$ 140,639	0%	\$ 0.00
Brian F. Hoffman	Deputy Director	\$ 117,785	0%	\$ 0.00
Kathy Lavigne	Chief Accountant	\$ 63,960	.5%	\$ 320.00
Pam Jolivette	Director, Elder Services	\$ 69,882	70%	\$ 48,917.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**

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

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this day of March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states, Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 and within the price limitation.

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

To amend as follows:

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
- 2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #2.
- 3) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #3.

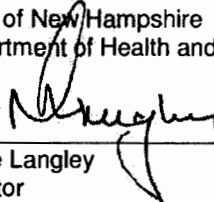


**State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services**

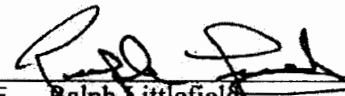
This amendment shall be effective upon approval.

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

3/24/15
 Date

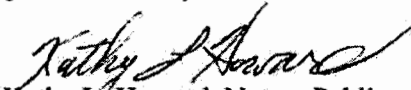
State of New Hampshire
 Department of Health and Human Services

 Diane Langley
 Director

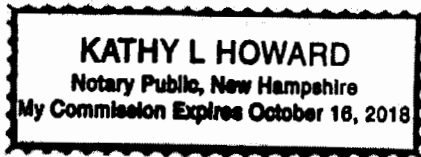
3/19/2015
 Date

Community Action Program Belknap and Merrimack
 Counties, Inc.

 NAME Ralph Littlefield
 TITLE Executive Director

Acknowledgement:
 State of New Hampshire, County of Merrimack on 3/19/2015, 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


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



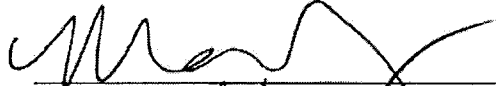


**State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 3/27/15


 Name: Megan A. Yopl
 Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
 Title: _____

Exhibit B-1 Amendment #1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	123,793	136,170	\$ 641,247.05
Title XX	93,590	117,480	\$ 489,155.50

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	57,089	\$ 313,989.50

**Exhibit B-3 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015**

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding Title III B	20,872	101,316	\$ 213,024.80

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 6/30/2015 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 19th day of March, 20 15.

Dennis T. Martino
Secretary-Clerk

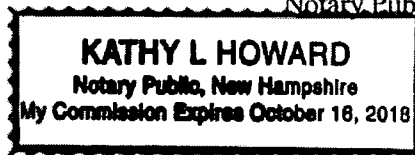
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 19th day of March, 20 15, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

3/19/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL

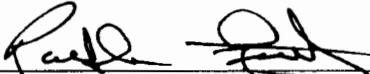
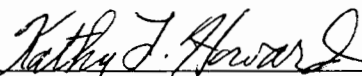


Subject: Nutrition and Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,657,419.80
1.9 Contracting Officer for State Agency Marq Maggioncalda, Administrator		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/21/14</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockow 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: <u>M. K. Brun</u> On: <u>6/3/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Handwritten: A-E 5/21/14

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.

Contractor Initials:
Date:

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:

[Handwritten Signature]
[Handwritten Date: 5/21/14]

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Handwritten initials and date:
Date: 5/21/14



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

[Handwritten initials]
[Handwritten date]



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 6.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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5/24/14



Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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

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Exhibit A

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:

[Handwritten Signature]
[Handwritten Date]



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

Appendix C

RFP #: 14-DHHS-DCBCS-BEAS-05

Bidder's name: Community Action Program Belknap-Merrimack Counties, Inc.

Name of Service	County/Counties	Towns/Cities where Services will be offered	
Home Delivered Meals - Title III	Belknap	All	
	Merrimack	All	
Home Delivered Meals - Title XX	Belknap	All	
	Merrimack	All	
Congregate Meals - Title III	Belknap	All	
	Merrimack	All	
Rural Transportation Services (RTS) Program	Merrimack	Allenstown	
		Andover	
		Bradford	
		Concord	
		Danbury	
		Epsom	
		Franklin	
		Henniker	
		Hooksett	
		Hopkinton	
		Newbury	
		New London	
		Northfield	
		Pembroke	
		Pittsfield	
		Sutton	
		Warner	
		Webster	
		Belknap	Alton
			Belmont
	Center Harbor		
	Gilford		
	Gilmanton		
	Laconia		
	Meredith		
	New Hampton		
	Sanbornton		
	Tilton		

Contractors Initials: *LE*
Date: *5/21/14*

**Exhibit A-2
July 1, 2014 through June 30, 2015
CONGREGATE SITE INFORMATION**

RFP # 14-DHHS-DCBCS-BEAS-05

Bidder's name:

Community Action Program Belknap-Merrimack Counties, Inc.

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Fire		Date of Most Recent Inspections
					Health	Health	
Alton Senior Center	7 Pearson Road, Alton	11:30	M, T, W, TH, F	52	4/10/2014	6/15/2006	
Belmont Senior Center	14 Mill Street, Belmont	12:00	T, W, TH	18	8/20/2013	4/29/2010	
Mountain View Senior Center	134 E. Main St., Bradford	12:00	M, T, W, TH, F (11:30 brunch 1st F of month)	11	*See letter, dated 6.11.13	4/4/2013	
Concord Area MOW Central Kitchen	2 Industrial Park Dr., Concord	N/A	M, T, W, TH, F (food prep/pkg site)	N/A	12/2013	2/20/2014	
Crutchfield Congregate	15 Pitman Street, Concord	11:30	M, W, F (+ occasional special events)	14	N/A Senior Hsg	**Not Required	
Horseshoe Pond Place	26 Commercial St., Concord	12:00	M, T, W, TH, F	39	8/5/2013	2/14/2013	
T.R.I.P./Franklin Senior Center	20 Canal Street, Franklin	11:00	M, T, W, TH, F	47	pending 5.21 inspection	4/4/2013	
Pittsfield Area Senior Center	74 Main Street, Pittsfield	12:00	M, T, W, TH, F	15	1/14/2014	1/27/2005	
Suncook Senior Center	10 School Street, Suncook	11:30	T, W, TH	20	*1 pending	5/10/2012	
Sunrise Towers	28 Union Avenue, Laconia	11:30	T, W	39	5/1/2014	3/2015	
Tavern Apartments Stafford House	7 Church Street, Laconia	11:30	T, W	10	N/A Senior Hsg	N/A	
Tilton Senior Center	11 Grange Road, Tilton	12:00	T	25	1/21/2014	2/22/2013	

* Food service licenses paid and up-to-date for all locations - see RFP for copies of food licences.

* Health inspections are not scheduled or controlled by us. The State and self-inspecting communities select and schedule locations they go to and above dates are correct.

* 1 Suncook-Fire - the church is the landlord and they are complying with a request for a new hood system in the kitchen. When installation is complete new permit is issued.

Contractors Initials: *R-R*
Date: *5/27/15*



OFFICE OF
SELECTMEN

TOWN OF BRADFORD

NEW HAMPSHIRE 03221



TELEPHONE
603 938-5900

June 11, 2013

Joan M. Barretto, Esq.
Assistant Director of Elder Services
Community Action Program
Belknap- Merrimack Counties
PO Box 1016
Concord, NH 03302-1016

Dear Ms. Barretto,

The Town of Bradford, through its Fire Department, established room capacity figures for each room in the Community Center at its opening. We do not reissue estimates on an annual basis, but would review if the size or use of the rooms were to change.

The Town has contracted for annual inspection and service to the building's fire extinguishers. As with all town buildings, we replace materials as used, but we do have a program in place for annual inspection and service.

Sincerely,

Cheryl Behr
Town Administrator
Bradford, NH 03221



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials AE
 Date 5/21/14



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.
9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.
Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
10. Invoice Submission:
 - 10.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.
 - 10.1.1. Meals Mileage
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

R-E
5/2/14



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

R-a
5/2/10

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III C2	120,108	136,170	\$ 623,374.80
Title XX	93,590	117,480	\$ 489,155.50

Contractors Initials: *R-E*
Date: *5/21/14*

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	60,339	\$ 331,864.50

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	21,500	83,000	\$ 213,025.00



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$5,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

May 21, 2014
Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

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

May 21, 2014
Date


Name: Ralph Littlefield
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

May 21, 2014
Date


Name: Ralph Littlefield
Title: Executive Director



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: Community Action Program
Belknap-Merrimack Counties, Inc.

May 21, 2014

Date


Name: Ralph Littlefield
Title: Executive Director



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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Alliance of Human Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 27 John Stark Highway, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on January 22, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$150,468.65.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and ~~Conditions Precedent to Payment~~.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

9. Add Exhibit B-2
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
12. 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

5/5/15
Date

[Signature]
Diane Langley
Director

Community Alliance of Human Services

4.23.15
Date

[Signature]
NAME
TITLE

Acknowledgement:

State of NH, County of Sullivan on April 23, 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

[Signature]
Name and Title of Notary or Justice of the Peace

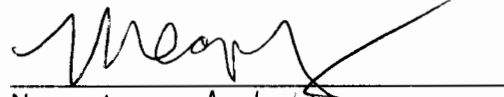


**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15


Name: Megan A. Yule
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: _____



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	x
Title XX	NA	NA	NA

NA means that service is not applicable to this contract.



Exhibit A Amendment #1

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

- receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:
- (1) The spouses of individuals who accompany them to the meal site;
 - (2) Individuals providing volunteer services at the congregate meal site during meal hours;
 - (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
 - (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of ~~days individuals did not receive a planned service(s)~~ due to the service(s) not being available due to inadequate staffing or other related provider issue or ~~due to lack of transportation, etc.~~



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Nutrition and Transportation Services**

Exhibit A Amendment #1

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



Exhibit A Amendment #1

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A Amendment #1

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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules ~~He-E 501~~ and ~~502~~ when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A Amendment #1

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the ~~Bureau of Elderly and Adult Services~~ generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-2

Contractor Name: Community Alliance of Human Services

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	6,900	21,666	\$66,874.80	1,725	5,417	\$16,718.85

Contractors Initials: *CAH*
Date: 2.23.15



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** ~~The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or~~



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials

SK

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Community Alliance of Human Services*

4.23.15
Date

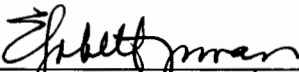

Name: *Elizabeth Chipman*
Title: *Interim Executive Director*

Exhibit G

Contractor Initials *ELC*

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ALLIANCE OF HUMAN SERVICES is a New Hampshire nonprofit corporation formed April 30, 1991. 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 15th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



Community
Alliance of
Human Services

Connections for Independent Living

Administrative Offices
P. O. Box 188
Newport, NH 03773
Tel: (603) 863-7708
Fax: (603) 863-9554

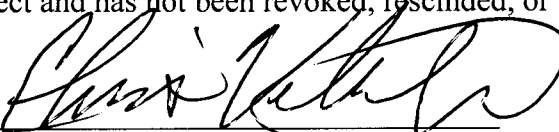
ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of a meeting of the Board of Directors of Community Alliance of Human Services, on November 26, 2014, which was duly called, of which a quorum was present:

On a motion duly made and seconded, it was voted to authorize Elizabeth Chipman, the Interim Executive Director, to accept grants and awards and enter into contracts and contract amendments from time to time with the NH Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the NH Bureau of Elderly and Adult Services, this authorization to continue until revoked by the governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded, or modified.

April 23, 2015
Date


Chris Kebalka
Chair, Board of Directors

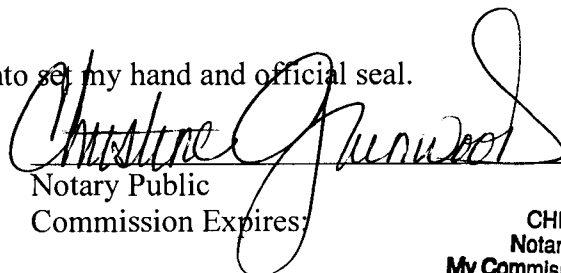
No Corporate Seal

STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

On April 23, 2015 before me personally appeared the person identified in the foregoing certificate, known to be Chair of the Board of Directors of the corporation identified in the foregoing certificate, and acknowledge that Chris Kebalka executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public
Commission Expires:

CHRISTINE GREENWOOD
Notary Public - New Hampshire
My Commission Expires December 20, 2015

CAHS Mission Statement

“Providing the resources, expertise, and commitment to assist people in meeting their needs to maintain quality of life, productivity, and independence.”

Proposed Transportation Mission Statement

“Meeting the transportation needs of the community by providing high quality public transportation that is reliable, accessible, and affordable.”

**COMMUNITY ALLIANCE OF
HUMAN SERVICES, INC.**

**Financial Statements
and
Independent Auditors' Report**

As of and for the Years Ended
June 30, 2014 and 2013

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

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As of and for the Years Ended June 30, 2014 and 2013

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TYLER, SIMMS & ST. SAUVEUR, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Directors of
Community Alliance of Human Services, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Alliance of Human Services, Inc., which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Alliance of Human Services, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Community Alliance of Human Services, Inc.'s 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 27, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information contained on pages 12-15 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.

Tyler, Lemus and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 26, 2014

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Financial Position

As of June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 37,553	\$ 50,034
Accounts receivable	45,534	95,833
Prepaid expenses and other current assets	13,060	16,378
Total current assets	<u>96,147</u>	<u>162,245</u>
Property and equipment, at cost		
Land	30,660	30,660
Buildings	124,488	124,488
Leasehold improvements	677	677
Building improvements	115,889	115,889
Furniture, fixtures and equipment	649,630	585,741
Construction in process	-	12,313
	<u>921,344</u>	<u>869,768</u>
Less: Accumulated depreciation	644,656	575,118
Net property and equipment	<u>276,688</u>	<u>294,650</u>
Investments	205,168	190,996
Other assets	3,200	8,000
Goodwill, net	92,584	92,584
Total assets	<u>\$ 673,787</u>	<u>\$ 748,475</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 29,606	\$ 39,000
Accrued payroll and related taxes	21,100	13,877
Other accrued liabilities	17,429	25,472
Current portion of deferred revenue	71,610	56,354
Current portion of long-term debt	9,697	8,886
Total current liabilities	<u>149,442</u>	<u>143,589</u>
Long-term deferred revenue, less current portion shown above	3,200	8,000
Long-term debt, less current portion shown above	113,353	123,875
Total liabilities	<u>265,995</u>	<u>275,464</u>
Commitments and contingencies	-	-
Net assets		
Unrestricted	208,123	286,514
Temporarily restricted	199,669	186,497
Total net assets	<u>407,792</u>	<u>473,011</u>
Total liabilities and net assets	<u>\$ 673,787</u>	<u>\$ 748,475</u>

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

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Activities and Changes in Net Assets

For the Year Ended June 30, 2014 with Summarized Financial Information for the Year Ended June 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2014</u>	<u>Total 2013</u>
Support and revenue				
Support				
Program fees	\$ 415,395	\$ -	\$ 415,395	\$ 466,002
Grants:				
Federal	277,981	-	277,981	340,906
Other	277,903	-	277,903	318,039
Total support	<u>971,279</u>	<u>-</u>	<u>971,279</u>	<u>1,124,947</u>
Revenue				
Management fees	93,906	-	93,906	88,050
Other revenue	20,046	-	20,046	20,810
Fundraising, net of fundraising expenses of \$16,306 and \$16,419 in 2014 and 2013, respectively	11,347	-	11,347	11,806
Investment income	39	6,138	6,177	5,493
Realized and unrealized gain on investment	-	11,518	11,518	4,724
Net assets released from restrictions	2,000	(2,000)	-	-
Total revenue	<u>127,338</u>	<u>15,656</u>	<u>142,994</u>	<u>130,883</u>
Total support and revenue	<u>1,098,617</u>	<u>15,656</u>	<u>1,114,273</u>	<u>1,255,830</u>
Expenses				
Program services				
Home health services	293,999	-	293,999	354,015
Public transportation services	546,576	-	546,576	569,229
Family services	45,076	-	45,076	50,251
Senior housing	45,687	-	45,687	42,849
Total program services	<u>931,338</u>	<u>-</u>	<u>931,338</u>	<u>1,016,344</u>
Support services				
Management and general	245,670	2,484	248,154	219,618
Total expenses	<u>1,177,008</u>	<u>2,484</u>	<u>1,179,492</u>	<u>1,235,962</u>
Income (loss) from operations	<u>(78,391)</u>	<u>13,172</u>	<u>(65,219)</u>	<u>19,868</u>
Non-operating income				
Realized gain on sale of property and equipment	-	-	-	6,750
	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,750</u>
Change in net assets	<u>(78,391)</u>	<u>13,172</u>	<u>(65,219)</u>	<u>26,618</u>
Net assets, beginning of year	<u>286,514</u>	<u>186,497</u>	<u>473,011</u>	<u>446,393</u>
Net assets, end of year	<u>\$ 208,123</u>	<u>\$ 199,669</u>	<u>\$ 407,792</u>	<u>\$ 473,011</u>

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

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Cash Flows

For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ (65,219)	\$ 26,618
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	69,538	79,292
Realized and unrealized gain on investment	(11,518)	(4,724)
Realized gain on sale of property and equipment	-	(6,750)
(Increase) decrease in the following assets:		
Accounts receivable	50,299	(33,798)
Prepaid expenses and other current assets	3,318	(10,472)
Increase (decrease) in the following liabilities:		
Accounts payable	(9,394)	16,973
Accrued payroll and related taxes	7,223	(109)
Other accrued liabilities	(8,043)	456
Deferred revenue	10,456	1,105
Net cash provided by operating activities	<u>46,660</u>	<u>68,591</u>
Cash flows from investing activities		
Decrease in other assets	4,800	4,800
Purchase of investments	(7,138)	(8,947)
Proceeds from sale of investments	4,484	2,686
Purchase of equipment	(51,576)	(33,026)
Proceeds from sale of equipment	-	6,750
Net cash used in investing activities	<u>(49,430)</u>	<u>(27,737)</u>
Cash flows from financing activities		
Net payments from line of credit	-	(100)
Repayment of long-term debt	(9,711)	(9,107)
Net cash used in financing activities	<u>(9,711)</u>	<u>(9,207)</u>
Net increase (decrease) in cash and cash equivalents	(12,481)	31,647
Cash and cash equivalents, beginning of year	<u>50,034</u>	<u>18,387</u>
Cash and cash equivalents, end of year	<u>\$ 37,553</u>	<u>\$ 50,034</u>

Supplemental Disclosures of Cash Flow Information

Interest	<u>\$ 5,662</u>	<u>\$ 6,480</u>
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The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies:

Organization – Community Alliance of Human Services, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purposes consist of the following program services:

Home Health Services – Offers support to individuals in remaining independent in their homes. Programs include Trusting Hands home health care and Trusting Hands resources for independent living program.

Public Transportation Services – Provides community transportation service to individuals who live in Sullivan County.

Family Services – Promotes a variety of services that work to encourage healthy families. Programs include: family resources, community service, child health support services and a variety of other programs which work with families to provide education and guidance for better decision making and life skills.

Senior Housing – Offers management services for independent living complexes for seniors.

Financial Reporting – The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, Section 205, *Presentation of Financial Statements*, and Section 605, *Revenue Recognition*. ASC Section 958-205 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. ASC Section 958-605 requires that unconditional promises to give (pledges) be recorded as receivables and revenue. It also requires the Organization to distinguish between contributions received for each net asset category in accordance with donor-imposed restrictions. A description of the three net asset categories follows:

Unrestricted – Undesignated, unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization.

Temporarily Restricted – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time.

Permanently Restricted – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of June 30, 2014 and 2013.

Property and Equipment – Property and equipment acquisitions are recorded at cost. Property and equipment donated for operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Equipment under capital leases is amortized using the straight-line method over the life of the capital lease. Such amortization is included in depreciation in the financial statements. Depreciation expense was \$69,538 and \$79,292 for the years ended June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies (continued):

Property and Equipment (continued) –

Estimated useful lives are as follows:

	<u>YEARS</u>
Furniture, fixtures and equipment	3 – 10
Leasehold improvements	10
Building improvements	7 – 39
Buildings	15 – 25

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. As of June 30, 2014 and 2013, the Organization found no reason for impairment of any assets.

Estimates – The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes – The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except with regard to unrelated business income, which is taxed at corporate income tax rates.

In September 2009, the FASB issued Accounting Standards Update (ASU) No. 2009-06, Income Taxes, Topic 740 – *Implementation Guidance on Accounting for Uncertainty in Income Taxes and Disclosure Amendments for Nonpublic Entities* which amended ASC Subtopic 740-10, *Income Taxes – Overall*. The revised guidance addresses the accounting uncertainty of income taxes recognized in an enterprise's financial statements and prescribes a threshold of "more-likely-than-not" for recognition and derecognition of tax positions taken or expected to be taken in a tax return. Subtopic 740-10 also provides guidance on measurement classification, interest and penalties and disclosure. The Organization adopted the provisions of ASC Subtopic 740-10, *Accounting for Uncertainty in Income Taxes*, effective July 1, 2009. The Organization has determined that the provisions of Subtopic 740-10 do not have a material effect on the Organization's financial statements.

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation.

Fair Value of Financial Instruments – The carrying amount of cash, accounts receivable, accounts payable and accrued expenses approximates fair value.

Advertising – Advertising costs are charged to operations when incurred.

Basis of Accounting – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies (continued):

Donated Services – The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Vacation Pay and Fringe Benefits – Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Functional Allocation of Expenses – The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Deferred Revenue – The Organization recognizes revenues earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under “deferred revenue”.

Reclassifications – Certain reclassifications have been made to the 2013 financial statements to conform to the current year presentation.

Summarized Comparative Information – The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization’s financial statements for the year ended June 30, 2013 from which the summarized information was derived.

2. Accounts Receivable:

Accounts receivable consisted of the following at June 30:

	<u>2014</u>	<u>2013</u>
NH Department of Transportation	\$ 9,893	\$ 32,086
Self-pay fees	3,425	13,634
Medicaid	11,732	13,486
Medicare	7,551	225
Bureau of Data Management	635	1,477
Dayout program director	503	683
Other receivables	<u>11,795</u>	<u>34,242</u>
	<u>\$ 45,534</u>	<u>\$ 95,833</u>

3. Other Assets:

The Organization has a prepaid five year service contract for its RouteMatch software ending February 2016. The current portion of the service contract has been included in prepaid expenses and other current assets in the amount of \$4,800 and \$9,600 at June 30, 2014 and 2013, respectively. Other assets consist of the long-term portion of the service contract in the amount of \$3,200 and \$8,000 at June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

4. Goodwill:

Goodwill represents the difference between net assets and the cost of the businesses acquired. No amortization of the goodwill has been calculated or expensed for the periods ended June 30, 2014 or 2013 but rather an evaluation for impairment of goodwill was performed. In accordance with ASC Topic 350, *Intangibles – Goodwill and Other* (previously SFAS No. 142, *Goodwill and Other Intangible Assets*), the Organization determined that goodwill in the amount of \$92,584 was not impaired at June 30, 2014.

The cost and accumulated amortization of goodwill is as follows at June 30:

	<u>2014</u>	<u>2013</u>
Goodwill	\$ 145,000	\$ 145,000
LESS: Accumulated amortization	<u>52,416</u>	<u>52,416</u>
	<u>\$ 92,584</u>	<u>\$ 92,584</u>

5. Investments:

The Organization has investments which consist of marketable securities and certificates of deposits which are stated at fair value. Investments are comprised of the following as of June 30:

	<u>2014</u>		<u>2013</u>	
	<u>COST</u>	<u>MARKET</u>	<u>COST</u>	<u>MARKET</u>
Temporarily restricted trust funds:				
Cash and cash equivalents	\$ 33,769	\$ 33,769	\$ 32,779	\$ 32,779
Fixed income				
Corporate bonds	14,929	16,463	14,929	16,313
Equity mutual funds	<u>136,586</u>	<u>154,936</u>	<u>137,067</u>	<u>141,904</u>
	<u>\$ 185,284</u>	<u>\$ 205,168</u>	<u>\$ 184,775</u>	<u>\$ 190,996</u>

The Organization periodically reviews its investment portfolio to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. Factors considered in determining whether a loss is other-than-temporarily include the length of time and extent of which fair value is less than the cost basis, the underlying collateral, agency ratings, future cash flows and the Organization's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in fair value. The Organization's assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or change in any particular investment.

ASC Topic 820, *Fair Value Measurement and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Topic 820 also establishes a framework for measuring fair value which provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

5. Investments (continued):

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments in Level I include listed equities held in the name of the School, and exclude listed equities and other securities held indirectly through commingled funds.

Level II – Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.

Level III – Pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Judgment about inputs into the determination of fair value shall be developed based on the best information available in the circumstances.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level input that is significant to the fair value measurement. All of the Organization's investments are categorized as Level I.

6. Line of Credit:

The Organization has a \$15,000 line of credit with an interest rate of prime plus 2.5% (3.25% at June 30, 2014). The line of credit had an outstanding balance of \$0 at June 30, 2014 and 2013. The line of credit expires August 7, 2016.

7. Long-Term Debt:

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

	<u>2014</u>	<u>2013</u>
Note payable – Variable interest rate note payable based on treasury yield plus 4.0%, 4.0% at November 2012, payable in monthly installments of \$1,305 for principal interest, collateralized by a building, maturity date of 2024.	\$ 123,050	\$ 132,761
LESS: Current portion	<u>9,697</u>	<u>8,886</u>
	<u>\$ 113,353</u>	<u>\$ 123,875</u>

Total interest expense was \$5,662 and \$6,480 for the years ended June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

7. Long-Term Debt (continued):

The combined future amount of maturities for long-term debt by year and in the aggregate as of June 30, 2014 is as follows:

2015	\$	9,697
2016		10,189
2017		10,710
2018		11,259
2019		11,941
Thereafter		<u>69,254</u>
	\$	<u>123,050</u>

8. Economic Dependency:

The Organization received approximately 25% of its total support for the year ended June 30, 2014 from the State of New Hampshire Department of Transportation

The Organization has receivables from the State of New Hampshire Department of Transportation that represents approximately 21.7% of accounts receivables as of June 30, 2014.

9. Commitments and Contingencies:

Operating Leases – The Organization currently rents its administrative space on a three-year, non-cancelable lease, expiring July 2015. Future minimum lease payments as of June 30, 2014 for the remaining lease term are as follows:

2015	\$	10,200
2016		<u>850</u>
	\$	<u>11,050</u>

Litigation – In the normal course of business, the Organization may be involved in litigation. Management, as part of its ongoing risk management, consults its legal counsel to assess the impact of these matters on the Organization. After consultation with legal counsel, management estimates that the Organization does not have matters that are determinable or will cause a material adverse effect on the Organization's future financial position or results of operations.

10. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2014 through November 26, 2014, the date the board of directors accepted the final draft of the financial statements and made them available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of June 30, 2014 and the report date, November 26, 2014. ~~The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these financial statements.~~

SUPPLEMENTAL SCHEDULES

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 1 – Statement of Activities
For the Year Ended June 30, 2014

	Home Health Services	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue						
Program fees	\$ 334,337	\$ 75,416	\$ 5,642	\$ -	\$ -	\$ 415,395
Management fees	-	-	-	93,906	-	93,906
Grants						
Federal	-	277,981	-	-	-	277,981
Other	4,851	231,481	41,571	-	-	277,903
Other revenue	12	14,611	4,000	-	1,423	20,046
Fundraising, net of fundraising expenses of \$16,306	3,598	5,571	-	-	2,178	11,347
Investment income	-	-	-	-	6,177	6,177
Realized and unrealized loss on investment	-	-	-	-	11,518	11,518
Total revenue	342,798	605,060	51,213	93,906	21,296	1,114,273
Expenses						
Payroll						
Salaries and wages	199,256	215,142	24,164	37,265	163,745	639,572
Employee benefits	20,057	18,873	6,273	-	15,264	60,467
Payroll taxes	15,102	16,851	2,602	2,883	14,236	51,674
Other						
Professional fees	4,772	7,369	986	1,277	49	14,453
Depreciation	2,556	65,744	528	684	26	69,538
Other professional fees and contracts	6,063	126	-	-	934	7,123
Subcontractors	2,704	-	-	-	23,956	26,660
Supplies	252	1,819	111	-	-	2,182
Office	2,106	3,909	814	-	4,691	11,520
Telephone	3,857	2,999	1,003	180	1,433	9,472
Postage and printing	569	397	194	49	1,169	2,378
Occupancy	122	8,590	928	-	710	10,350
Heating and utilities	1,592	6,890	1,929	-	3,137	13,548
Staff transportation	5,935	3,274	482	61	110	9,862
Staff training	-	-	-	-	572	572
Conferences and workshops	143	337	-	-	405	885
Rent	2,925	970	1,955	-	3,900	9,750
Advertising	1,282	1,938	402	-	1,237	4,859
Repairs and maintenance	1,022	7,348	472	-	3,017	11,859
Miscellaneous	-	-	-	-	2,546	2,546
Insurance	23,406	25,934	1,672	3,209	6,419	60,640
Interest	-	4,662	521	-	479	5,662
Vehicles	278	153,404	40	79	119	153,920
Total expenses	293,999	546,576	45,076	45,687	248,154	1,179,492
Income (loss) from operations	\$ 48,799	\$ 58,484	\$ 6,137	\$ 48,219	\$ (226,858)	\$ (65,219)

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Statement of Activities
For the Year Ended June 30, 2013

	Home Health Services	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue						
Program fees	\$ 376,579	\$ 83,819	\$ 5,604	\$ -	\$ -	\$ 466,002
Management fees	-	-	-	88,050	-	88,050
Grants:						
Federal	-	340,906	-	-	-	340,906
Other	42,850	207,889	67,300	-	-	318,039
Other revenue	-	20,809	-	-	-	20,809
Fundraising, net of fundraising expenses of \$16,419	3,665	5,471	104	-	2,567	11,807
Investment income	-	-	-	-	5,493	5,493
Unrealized gain on investment	-	-	-	-	4,724	4,724
Total revenue	<u>423,094</u>	<u>658,894</u>	<u>73,008</u>	<u>88,050</u>	<u>12,784</u>	<u>1,255,830</u>
Expenses						
Payroll						
Salaries and wages	248,935	218,542	27,475	35,585	146,194	676,731
Employee benefits	31,636	12,905	6,331	-	14,489	65,361
Payroll taxes	18,243	19,139	2,842	2,835	12,360	55,419
Other						
Professional fees	4,912	7,649	848	1,022	148	14,579
Depreciation	2,503	75,760	432	521	76	79,292
Other professional fees and contracts	6,026	52	-	-	567	6,645
Subcontractors	1,153	-	-	-	14,192	15,345
Supplies	721	1,404	946	-	-	3,071
Office	1,573	4,305	660	-	4,438	10,976
Telephone	3,436	2,919	994	210	1,893	9,452
Postage and printing	533	1,376	499	-	1,649	4,057
Occupancy	132	6,857	757	-	143	7,889
Heating and utilities	1,233	5,893	1,812	-	3,392	12,330
Staff transportation	6,887	2,576	385	146	108	10,102
Staff training	-	-	-	-	1,259	1,259
Conferences and workshops	100	292	-	-	339	731
Rent	1,910	478	1,910	-	5,253	9,551
Advertising	1,819	1,670	659	-	960	5,108
Repairs and maintenance	959	9,174	995	-	2,825	13,953
Miscellaneous	-	895	-	-	2,848	3,743
Insurance	20,997	20,959	2,030	2,462	5,985	52,433
Interest	-	5,474	608	-	398	6,480
Bad debt	-	1,800	-	-	-	1,800
Vehicles	307	169,110	68	68	102	169,655
Total expenses	<u>354,015</u>	<u>569,229</u>	<u>50,251</u>	<u>42,849</u>	<u>219,618</u>	<u>1,235,962</u>
Income (loss) from operations	<u>\$ 69,079</u>	<u>\$ 89,665</u>	<u>\$ 22,757</u>	<u>\$ 45,201</u>	<u>\$ (206,834)</u>	<u>\$ 19,868</u>

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2014

<u>Description</u>	<u>VIN #</u>	<u>Date Acquired</u>	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
2003 Ford Trolley	IFCMF535120AO6466	6/30/2003	\$ 104,876	\$ 104,876	\$ -
2007 E450 Starcraft	IFDXE45S37DA92124	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford EIDorado Aerlite	IFDEE3FL3ADB01484	9/15/2010	54,374	41,687	12,687
2010 Ford EIDorado Aerlite	IFDEE3FL3ADB01485	9/15/2010	54,374	41,687	12,687
2010 Ford White Bus	IFDFE4F52ADB01901	1/25/2011	61,446	41,988	19,458
2013 Ford EIDorado	IFDFE4FS0DDB28888	11/25/2013	62,379	7,278	55,101
Building improvements		5/31/2011	36,915	2,958	33,957
Cup Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	34,846	13,776
Sharp MX-B401 Photocopier		9/20/2010	4,267	3,200	1,067
Roofing system		1/6/2012	35,238	4,405	30,833
Ceiling tiles		5/29/2012	1,395	291	1,104
Laptop		6/3/2012	976	407	569
Transportation Facility Building		1/1/1994	115,340	94,579	20,761
Total			\$ 750,202	\$ 548,202	\$ 202,000

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2013

<u>Description</u>	<u>VIN #</u>	<u>Date Acquired</u>	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
2003 Ford Trolley	IFCMF535120AO6466	6/30/2003	\$ 104,876	\$ 104,876	\$ -
2006 E450	IFDXE45P56HB30343	1/25/2006	54,225	54,225	-
2007 E450 Starcraft	IFDXE45S37DA92124	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford EIDorado Aerlite	IFDEE3FL3ADB01484	9/15/2010	54,374	30,812	23,562
2010 Ford EIDorado Aerlite	IFDEE3FL3ADB01485	9/15/2010	54,374	30,812	23,562
2010 Ford White Bus	IFDFE4F52ADB01901	1/25/2011	61,446	29,699	31,747
Building improvements		5/31/2011	36,915	2,011	34,904
Cub Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	25,121	23,501
Sharp MX-B401 Photocopier		9/20/2010	4,267	2,347	1,920
Roofing system		1/6/2012	35,238	2,643	32,595
Ceiling tiles		5/29/2012	1,395	151	1,244
Laptop		6/3/2012	976	211	765
Transportation Facility Building		1/1/1994	115,340	89,965	25,375
Total			\$ 742,048	\$ 542,873	\$ 199,175

**COMMUNITY ALLIANCE OF HUMAN SERVICES
BOARD OF DIRECTORS
October 2014**

Executive Committee

Chair

**Chris Kebalka, Vice President,
Commercial Loan Officer**

Vice Chair

Matt Blanc, Business Owner

Treasurer

Justin Provost, Commercial Lender

Members

Scott Ayen, IT Professional

**Rolf Olsen,
Director Community Engagement**

Susan Nooney, CPA

Anthony DiPadova, Attorney

TERRIL DAIGNAULT

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest.

SKILLS:

- Proficient in computer applications like MS Word, Excel, FrontPage and others.
- Excellent in communication, interpersonal and organizational skills.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

Sunapee High School, Sunapee, NH
Newport High School, Newport, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Feb 2012 - Present Volunteer Driver Program Coordinator
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Job Description:

The Volunteer Driver Coordinator is responsible for developing and implementing a program for volunteer drivers within the Agency's transportation program. Reports directly to the Transportation Services Director this individual will recruit, train, schedule, and oversee volunteer drivers while working collaborating with other agencies that provide volunteer transportation for Sullivan County residents.

- Maintains a positive professional attitude within the Agency and in the community, supporting the Agency's mission statement as well as all policies and procedures. Maintains confidentiality as outlined in Agency policy.
- Working with the Transportation Services Director, establishes a volunteer driver program component for the Agency's transportation program.
- Recruits, screens, trains, supervises, schedules, and evaluates volunteer drivers
- Identifies and implements resources for training and motivating volunteers
- Maintains a roster of volunteers willing to provide services.
- Maintains accurate records, producing monthly and quarterly reports of volunteer activities as requested.
- Partners with area agencies to coordinate volunteer efforts in the region for optimum efficiency
- Plans and implements an annual volunteer recognition event.
- Coordinates the evaluation of the volunteer program including volunteer satisfaction surveys.
- Handles incoming contacts to the program and makes home visits as appropriate.

- Attends meetings and interfaces with other community groups and agencies as appropriate.
- Participates in the public relations efforts by making presentations to community groups.
- Other related duties as assigned.

July 2007 – April 2012 Twin State Speedway
 282 Thrasher Road
 Claremont, NH 03743
 603-543-3160

Sales, all aspects from dealing with customers, taking payments to selling cars, sales/ticket booths, training, overseeing of all ticket takers, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Aug 2010 – Feb 2012 Fleury's Sales
 880 John Stark Highway
 Newport, NH 03773
 603-863-3694

Sales, all aspects from dealing with customers, taking payments to selling cars, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites

Aug 2007 – Jan 2010 Jiffy Mart
 102 Elm Street
 Claremont, NH 03743

Worked as Assistant Manager, cashier, stocking, daily paperwork, invoices, ordering and receiving of stock. Training of new employees, opening and closing of store. Was responsible for daily deposits. Worked and training in all areas of store, food preparations.

Aug 1988 – Sept 1996 Hodgdon Sales
 101 Mulberry Street
 Claremont, NH 03743

Worked as cashier, stocking, ordering, receiving of stock. Trained new employees, payroll, invoicing, billing, answering phones, dealing with the public. Set up new store fronts. Helped with auctions, scribing and any other duties as needed.

PAMELA A. JOSLIN

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest and will be able to serve the people.

SKILLS:

Proficient in computer applications like MS Word, Excel, FrontPage, Accounting Programs, Access, and many more.

- Taught computer applications at local Technical College
- Excellent in communication, interpersonal and organizational skills.
- Well maintained and proficient with the financial/billing records.
- Profound ability of planning, management and budgeting.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

River Valley Community College, Claremont, NH

Medical Coding and Billing

Interpersonal Communications, Office Procedures, Computer Literacy, Microcomputer and It's Applications, Business and Technical Writing, Law and Ethics in Medicine, Confidentiality of Health Information, Math for Business and Finance, Reimbursement Methodologies, Medical Terminology, Anatomy and Physiology 1 & 2, Medical Coding I, Insurance Form Preparation, Medical Information, and Management and Office Practice

Newport High School, Newport, NH

Steven High School, Claremont, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, PowerPoint, Access, Outlook Express, PageMaker, In Design, Contribute, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems. Taught at the local technical school for both adults and students.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Oct 2011 to Present *Director of Transportation* (603)863-7708
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Provide safe, reliable transportation services to the general public in and around Sullivan County. Provide management and overall supervision of Agency transportation programming, ensuring that high quality services are delivered in the most efficient, cost effective manner with a high level of satisfaction by consumers.

Maintain programming compliance with all applicable state, federal, and agency regulations and guidelines. Reviews reports compiled by other transportation staff to insure accuracy, completeness, and timeliness of submission.

Ensures that qualified, trained staff and volunteers are engaged. Assesses the training needs of staff and volunteers and assures the adequacy and appropriateness of such training, both on a micro and systemic basis. Orients, supervises, and assigns all staff. Notifies the program's Transportation Coordinator when new volunteers are available to provide services.

Works with the Executive Director to develop and negotiate Agency contracts and assists in departmental annual budgetary process.

Participates in public relations efforts to promote all transportation services provided by the Agency and informs the community of transportation needs and services including, but not limited to, making presentations to community groups, funders, agencies, providers, and other interested parties.

Ensures the health and safety standards are maintained.

Jan 2011 to Sept 2011 *Medical Coder* (603)542-7771
Valley Regional Hospital
Elm Street
Claremont, NH 03743

Coding of patient billing.

March 2007 – Jan 2011 *Office Manager*
UNH Cooperative Extension, Sullivan County
24 Main Street
Newport, NH 03773 (603)863-9200

Perform a wide variety of complex secretarial assignments for department heads including initiating and typing correspondence and reports, maintaining an office filing system and preparing forms and other documents; supervise clerical staff. Maintain financial and/or program records; perform arithmetical computations, including department payroll, accounts payable and accounts receivable, perform purchasing functions for department, compile budget data and information. Distribute mail, telephone calls, and furnish assistance to callers and office visitors, as well as answer incoming calls. Manage the distribution of program mailings, manage and distribute of mass mailings and other large-scale clerical duties, train secretarial staff for efficient office procedures. Prepare newsletter and layout, print and distribute every other month. Maintain operation of all office machines, instruct and train support staff on computer operations.

May 2002 – May 2007 *Accounting/Sales* (603)863-3694
Fleury's Sales – Twin State Speedway
880 John Stark Highway
Newport, NH 03773

Sales, all aspects from dealing with customers, taking payments to selling cars. Also worked at the speedway managing the sales/ticket boots, hiring of positions, overseeing of all ticket takers, deposits, recordkeeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Sept. 2000 – May 2005 *Administrative Assistant to President*
Timberpeg East, Inc. (603)542-7762
Twistback Road
Claremont, NH 03743

Processing of contracts, tracking of Design Deposits and Contract moneys, correspondence to customers, AR/AP, deposits, mail, typing, filing, etc.

August 1997 – Jan. 2000 *Secretary to Assistant Superintendent and Special Education Director*
SAU #43, Newport School District (603)863-3540
15 Sunapee Street
Newport, NH 03773

Coordinate and schedule appointments, typing, filing, answering phones, grant projects, problem solving, A/R – A/P (BMSI), data entry, mail, etc. Entering student info into SPEDIS Data Base (Concord) creating student files, training, etc.

August 1989 – May 1997 *Transportation Director – Administrative Assistant – Receptionist*
SAU #6 Claremont School District (603)543-4200
165 Broad Street
Claremont, NH 07343

The Transportation Director is responsible for day-to-day operations of school bus routes and all field trips and athletics. Responsible for hiring and training of drivers outline by the state. Responsible for planning, coordinating and administration of transportation

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Terri Daignault	Volunteer Driver Coordinator	\$31,034	20%	\$6,206
Pam Joslin	Transportation Director	\$46,900	0%	0



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 6, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Good Morning Attorney Yaple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Community Alliance of Human Services, (Vendor #177312 - B002), 27 John Stark Highway, Newport, NH 03773. The vendor provides transportation services in Sullivan County. The Contractor requested a transfer of service units within the budget line for transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 service units. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 63% Federal, 37% General.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review. 63% Federal, 37% General.

EXPLANATION

This Agreement is retroactive to December 1, 2014. The Contractor will be reimbursed for mileage incurred since that time. Community Alliance of Human Services, has requested the transfer of units described above in order to realign the budget to provide transportation services for additional clients/days. The contractor originally anticipated higher usage of transportation miles. Accordingly, this transfer will better balance the transportation of clients and mileage service units accordingly for the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

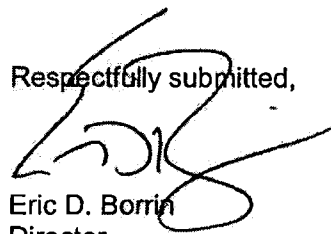
Attorney Yapple
January 6, 2015
Page 2 of 2

Area Served: Sullivan County.

Source of Funds: 63% Federal Funds from the Administration for Community Living, Special Programs for the Aging – Title IIIB, CFDA# 93.044, and 37% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric D. Borrin", is written over the typed name and title.

Eric D. Borrin
Director



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

This 1st Amendment to the Transportation Services contract (hereinafter referred to as "Amendment #1") dated this 6th day of January, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Alliance of Human Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 27 John Stark Highway, Newport, New Hampshire 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014, Item #109, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Exhibit B, Paragraph 5 of the contract, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may at its sole discretion amend the contract by written agreement of the parties; and

WHEREAS the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation,

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

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1



New Hampshire Department of Health and Human Services

This amendment shall be effective retroactive to December 1, 2014 upon approval.

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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

[Signature]
Diane Langley
Director

Community Alliance of Human Services

1.6.15
Date

[Signature]
Name: Elizabeth Chipman
Title: Interim Executive Director

Acknowledgement:

State of NH, County of Sullivan on 1.6.15,
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

[Signature]
Name and Title of Notary or Justice of the Peace

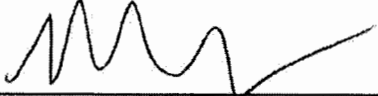
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/22/15


Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

**Exhibit B-1 Amendment #1
 Transportation Services
 July 1, 2014 through June 30, 2015**

COMMUNITY ALLIANCE OF HUMAN SERVICES			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed By Funding
Funding			
Title III B	6,900	21,666	\$ 66,875.00



Community
Alliance of
Human Services

Connections for Independent Living

Administrative Offices
P. O. Box 188
Newport, NH 03773
Tel: (603) 863-7708
Fax: (603) 863-9554

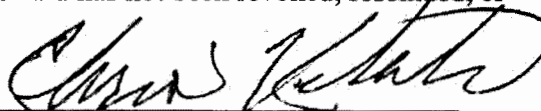
ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of a meeting of the Board of Directors of Community Alliance of Human Services, on November 26, 2014, which was duly called, of which a quorum was present:

On a motion duly made and seconded, it was voted to authorize the Interim Executive Director to accept grants and awards and enter into contracts and contract amendments from time to time with the New Hampshire Department of Health and Human Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the New Hampshire Department of Health and Human Services, this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded, or modified.

1/8/2015
Date


Chris Kebalka
Chair, Board of Directors

No Corporate Seal

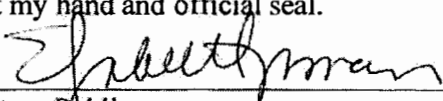
STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

On January 8, 2014 before me personally appeared the person identified in the foregoing certificate, known to be Chair of the Board of Directors of the corporation identified in the foregoing certificate, and acknowledge that Chris Kebalka executed the foregoing certificate.

In presence of I hereunto set my hand and official seal.




Notary Public
Commission Expires: 7.16.19

Subject: Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Alliance of Human Services		1.4 Contractor Address 27 John Stark Highway Newport, New Hampshire 03773	
1.5 Contractor Phone Number (603) 863-7708	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$66,875
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature Barbara A Brill		1.12 Name and Title of Contractor Signatory Barbara A Brill, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>5/16/14</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 he or she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Ella M Casey			
1.13.2 Name and Title of Notary or Justice of the Peace Ella M Casey, Notary Public			
1.14 State Agency Signature Shari Rockburn		1.15 Name and Title of State Agency Signatory Shari Rockburn 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: <u>Mike Brown</u> On: <u>5/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: bys
Date: 5/16/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Handwritten: BHP
5/15/14 BB
5/16/14



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

- receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:
- (1) The spouses of individuals who accompany them to the meal site;
 - (2) Individuals providing volunteer services at the congregate meal site during meal hours;
 - (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
 - (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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



Exhibit A

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



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The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: *BAO*
 Date: *5/16/14*



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/3 65)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Contractors Initials: *DHS*
 Date: *5/14/14*



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

- 10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

- 10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

BHS
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Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

**Exhibit B-1
 Transportation Services
 July 1, 2014 through June 30, 2015**

COMMUNITY ALLIANCE OF HUMAN SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed By Funding
Title III B	2,500	150,000	\$ 66,875.00

Contractors Initials: *BAO*
 Date: *5/16/14*



SPECIAL PROVISIONS

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

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



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

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

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



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

5/16/14
Date

Contractor Name: Community Alliance of Home Services
Barbara H. Brill
Name: Barbara H Brill
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

Community Alliance of Human Svcs

5/16/14
Date

Barbara H Brill
Name: *Barbara H Brill*
Title: *Executive Director*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/16/14
Date

Contractor Name: Community Alliance of Human Services
Barbara H. Brill
Name: Barbara H Brill
Title: Executive Director



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.

5/16/14
Date

Contractor Name: Community Alliance of Assisted Services
Barbara H Brill
Name: Barbara H Brill
Title: Executive Director



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

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH, 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$242,522.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Add Exhibit B-2
10. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
12. Delete in its entirety, 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation 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

Date 5/5/15

[Signature]
Diane Langley
Director

Easter Seals New Hampshire, Inc.

Date 4/24/2015

[Signature]
NAME Elin Treanor
TITLE CFD

Acknowledgement:

State of New Hampshire, County of Hillsborough on April 24 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~~

[Signature]
Name and Title of Notary or ~~Justice of the Peace~~



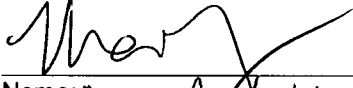


**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15


Name: Mary A. Gou
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: _____



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
 Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
 Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	X
Title XX	NA	NA	NA

NA means the service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A Amendment #1

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



Exhibit A Amendment #1

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A Amendment #1

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A Amendment #1

- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

Exhibit A Amendment #1

- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services
 Exhibit A Amendment #1



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services
 Exhibit A Amendment #1



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initials: EF
 Date: 7/14/2015



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials ET
Date 7/14/05



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-2

Contractor Name: Easter Seals New Hampshire, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Funding Source and Service						
Title IIIB Transportation	6,833	160,000	\$107,788.75	1,708	40,000	\$26,945.00

Contractors Initials: ET
Date: 7/24/10/15



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials

ET

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

4/24/2015

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Easter Seals NH, Inc

4/24/2015
Date

Elin Treanor
Name: Elin Treanor
Title: CFD

Exhibit G

Contractor Initials ET

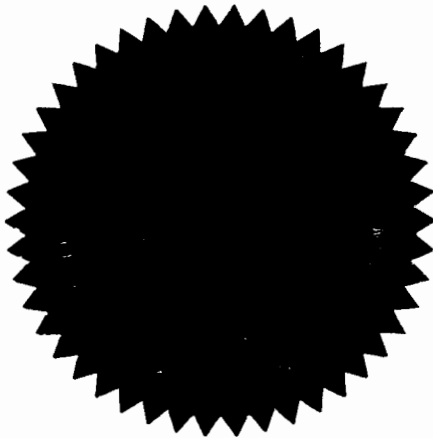
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 4/24/2015

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April, A.D. 2015

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 8, 2015:

RESOLVED: To authorize the president/chief executive officer, chief financial officer, chief operating officer, chief human resources officer and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Vermont, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., or Agency Realty, Inc.

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of April 24, 2015.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 24th day of April 2015.

Wendy M. Boelee
Notary Public Wendy M. Boelee

My commission expires 10/15/19

DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.

Adult Day Services

Who
We Are

Our
Programs

Explore
Resources

Get
Involved

Ways
To Give

Connect
Locally



Have you ever wondered what you could do to help veterans and their families in New Hampshire? Veterans Count is the philanthropic arm of the Easter Seals Military & Veterans Services program.

[learn more!](#)



Our mission is to spread help, hope & answers

Easter Seals provides exceptional services, education, outreach, and advocacy so that people living with autism and other disabilities can live, learn, work and play in our communities. Stay connected! Sign up to receive news and special announcements.

Your email address...

Your zip code...

[join us](#)

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

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2014 and 2013
With Independent Auditors' Report*

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2014 and 2013

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 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 Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire
December 5, 2014


Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 2,757,134	\$ 3,042,621
Accounts receivable from affiliates	341,653	247,471
Program and other accounts receivable, less contractual allowance of \$218,900 in 2014 and \$210,300 in 2013, and allowance for doubtful accounts of \$440,800 in 2014 and \$930,400 in 2013	10,122,747	11,224,708
Contributions receivable, less allowance for doubtful accounts of \$45,400 in 2014 and \$25,500 in 2013	705,374	686,110
Current portion of assets limited as to use	300,046	541,961
Prepaid expenses and other current assets	<u>678,326</u>	<u>783,844</u>
Total current assets	14,905,280	16,526,715
Assets limited as to use, net of current portion	986,277	4,558,513
Fixed assets, net	25,094,383	28,066,884
Property held for sale	1,289,894	822,504
Bond issuance costs, net	235,113	244,751
Investments, at fair value	13,833,046	14,264,341
Beneficial interest in trusts held by others and other assets	<u>1,550,919</u>	<u>6,830,800</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 2,197,904	\$ 4,212,394
Accounts payable	1,907,743	1,812,128
Accrued expenses	4,251,482	4,143,454
Current portion of deferred revenue	858,258	839,567
Current portion of interest rate swap agreements	615,570	708,132
Current portion of long-term debt	<u>4,228,339</u>	<u>796,290</u>
Total current liabilities	14,059,296	12,511,965
Deferred revenue, net of current portion	999,167	4,218,053
Other liabilities	987,185	1,367,458
Interest rate swap agreements, less current portion	2,714,243	2,050,214
Long-term debt, less current portion	<u>18,976,300</u>	<u>25,318,667</u>
Total liabilities	37,736,191	45,466,357
Net assets:		
Unrestricted	14,189,337	14,767,708
Temporarily restricted	944,862	925,437
Permanently restricted	<u>5,024,522</u>	<u>10,155,006</u>
Total net assets	<u>20,158,721</u>	<u>25,848,151</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (594,854)	\$ —	\$ —	\$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	—	1,534,950
Increase in fair value of beneficial interest in trusts held by others	—	—	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	—	—	14,352
Other nonoperating losses	<u>(249,092)</u>	<u>—</u>	<u>—</u>	<u>(249,092)</u>
	<u>667,370</u>	<u>37,986</u>	<u>574,970</u>	<u>1,280,326</u>
Increase in net assets before effects of deconsolidation of affiliate	1,019,358	17,667	588,783	1,625,808
Deconsolidation of affiliate – see note 12	<u>(121,612)</u>	<u>(200)</u>	<u>(5,719,267)</u>	<u>(5,841,079)</u>
Increase (decrease) in net assets before effects of discontinued operations	897,746	17,467	(5,130,484)	(4,215,271)
Loss from discontinued operations – see note 13	<u>(1,476,117)</u>	<u>1,958</u>	<u>—</u>	<u>(1,474,159)</u>
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	<u>14,767,708</u>	<u>925,437</u>	<u>10,155,006</u>	<u>25,848,151</u>
Net assets at end of year	<u>\$ 14,189,337</u>	<u>\$ 944,862</u>	<u>\$ 5,024,522</u>	<u>\$ 20,158,721</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 861,583	\$ 1,622,346	\$ 13,648	\$ 2,497,577
Special events, net of related direct costs of \$307,832	857,369	131,154	—	988,523
Annual campaigns, net of related direct costs of \$80,637	391,930	51,304	—	443,234
Bequests	369,823	—	—	369,823
Net assets released from restrictions	<u>1,497,063</u>	<u>(1,497,063)</u>	<u>—</u>	<u>—</u>
Total public support	3,977,768	307,741	13,648	4,299,157
Revenue:				
Fees and grants from governmental agencies	63,628,203	—	—	63,628,203
Other fees and grants	24,013,223	—	—	24,013,223
Sales to public	4,019,558	—	—	4,019,558
Dividend and interest income	681,151	1,141	—	682,292
Rental income	144,771	—	—	144,771
Other	<u>679,263</u>	<u>—</u>	<u>—</u>	<u>679,263</u>
Total revenue	<u>93,166,169</u>	<u>1,141</u>	<u>—</u>	<u>93,167,310</u>
Total public support and revenue	97,143,937	308,882	13,648	97,466,467
Operating expenses:				
Program services:				
Public health education	609,102	—	—	609,102
Professional education	41,275	—	—	41,275
Direct services	<u>84,342,495</u>	<u>—</u>	<u>—</u>	<u>84,342,495</u>
Total program services	84,992,872	—	—	84,992,872
Supporting services:				
Management and general	9,403,893	—	—	9,403,893
Fundraising	<u>1,755,299</u>	<u>—</u>	<u>—</u>	<u>1,755,299</u>
Total supporting services	<u>11,159,192</u>	<u>—</u>	<u>—</u>	<u>11,159,192</u>
Total functional expenses	96,152,064	—	—	96,152,064
Support of National programs	<u>121,780</u>	<u>—</u>	<u>—</u>	<u>121,780</u>
Total operating expenses	<u>96,273,844</u>	<u>—</u>	<u>—</u>	<u>96,273,844</u>
Increase in net assets from operations	870,093	308,882	13,648	1,192,623

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 2,377,632	\$ —	\$ —	\$ 2,377,632
Net unrealized and realized gains on investments	789,496	24,173	—	813,669
Increase in fair value of beneficial interest in trusts held by others	—	—	239,436	239,436
Other nonoperating losses	(107,120)	—	—	(107,120)
Gain on sales and disposals of property, plant and equipment	<u>7,392</u>	<u>—</u>	<u>—</u>	<u>7,392</u>
	<u>3,067,400</u>	<u>24,173</u>	<u>239,436</u>	<u>3,331,009</u>
Increase in net assets before effects of discontinued operations	3,937,493	333,055	253,084	4,523,632
Loss from discontinued operations	<u>(1,107,544)</u>	<u>(6,368)</u>	<u>—</u>	<u>(1,113,912)</u>
Total increase in net assets	2,829,949	326,687	253,084	3,409,720
Net assets at beginning of year	<u>11,937,759</u>	<u>598,750</u>	<u>9,901,922</u>	<u>22,438,431</u>
Net assets at end of year	<u>\$14,767,708</u>	<u>\$ 925,437</u>	<u>\$10,155,006</u>	<u>\$25,848,151</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

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

(1) Excludes expenses related to deconsolidated affiliate and discontinued operations -- see notes 12 and 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses.
	Public Health Education	Professional Education	Direct Services	Management and General	Fund-Raising	Total	
Salaries and related expenses	\$432,105	\$ -	\$64,016,840	\$6,141,709	\$1,213,314	\$ 7,355,023	\$71,803,968
Professional fees	24,682	-	7,352,186	1,605,708	237,562	1,843,270	9,220,138
Supplies	19,447	-	2,580,451	69,601	32,145	101,746	2,701,644
Telephone	3,233	-	525,614	301,010	12,741	313,751	842,598
Postage and shipping	4,968	-	52,626	49,897	7,280	57,177	114,771
Occupancy	18,838	-	3,194,945	495,234	109,438	604,672	3,818,455
Outside printing, artwork and media	30,470	-	46,206	9,565	43,756	53,321	129,997
Travel	13,155	-	2,521,678	35,696	32,695	68,391	2,603,224
Conventions and meetings	45,984	41,275	208,479	45,752	50,038	95,790	391,528
Specific assistance to individuals	-	-	944,796	11,995	-	11,995	956,791
Dues and subscriptions	1,318	-	21,710	16,128	10,061	26,189	49,217
Minor equipment purchases and equipment rental	4,592	-	266,270	152,783	2,594	155,377	426,239
Ads, fees and miscellaneous	10,104	-	73,694	13,423	2,403	15,826	99,624
Interest	-	-	856,315	237,341	-	237,341	1,093,656
Facility tax assessment	-	-	311,041	-	-	-	311,041
Depreciation and amortization	206	-	1,369,644	218,051	1,272	219,323	1,589,173
	<u>\$609,102</u>	<u>\$41,275</u>	<u>\$84,342,495</u>	<u>\$9,403,893</u>	<u>\$1,755,299</u>	<u>\$11,159,192</u>	<u>\$96,152,064</u>
	0.63%	0.04%	87.72%	9.78%	1.83%	11.61%	100.00%

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

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
(Decrease) increase in net assets	\$ (5,689,430)	\$ 3,409,720
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,771,703	1,807,843
Bad debt provision	265,007	774,569
Increase in fair value of beneficial interest in trusts held by others	(574,970)	(239,436)
Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses	125,346	(283,942)
Change in fair value of interest rate swaps	594,855	(2,377,632)
Net unrealized and realized gains on investments	(1,534,950)	(813,669)
Deconsolidation of affiliate – see note 12	5,841,079	–
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(94,182)	194,509
Program and other accounts receivable	818,382	(2,677,707)
Contributions receivable	(20,090)	(194,381)
Prepaid expenses and other current assets	102,454	520,329
Other assets	81,516	(4,483)
Accounts payable and accrued expenses	304,390	(1,037,545)
Rate reserve	–	(435,008)
Deferred revenue	(61,478)	(478,150)
Other liabilities	<u>(380,273)</u>	<u>198,799</u>
Net cash provided (used) by operating activities	1,549,359	(1,636,184)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,244,361)	(4,859,057)
Proceeds from sale of property, plant and equipment and property held for sale	15,225	531,189
Cash provided for deconsolidation of affiliate	(21,440)	–
(Increase) decrease in investments, net	1,709,413	(444,915)
Change in assets limited as to use	<u>265,625</u>	<u>375,304</u>
Net cash provided (used) by investing activities	724,462	(4,397,479)
Cash flows from financing activities:		
Repayment of long-term debt	(825,393)	(750,199)
Issuance of long-term debt	280,575	3,194,506
Repayments on lines of credit	(53,526,692)	(27,372,936)
Borrowings on lines of credit	<u>51,512,202</u>	<u>29,602,726</u>
Net cash (used) provided by financing activities	<u>(2,559,308)</u>	<u>4,674,097</u>
Decrease in cash and cash equivalents	(285,487)	(1,359,566)
Cash and cash equivalents, beginning of year	<u>3,042,621</u>	<u>4,402,187</u>
Cash and cash equivalents, end of year	<u>\$ 2,757,134</u>	<u>\$ 3,042,621</u>

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

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>1,201,000</u>	\$ <u>1,119,000</u>

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of \$607,088 and \$16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; Easter Seals Connecticut, Inc. (Easter Seals CT); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York, Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,483,000 and \$2,432,000, respectively, of cash and cash equivalents, and approximately \$2,512,000 and \$2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of \$139,698, which is recorded in other nonoperating losses.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

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

2015	\$ 33,130
2016	33,130
2017	33,130
2018	33,130
2019	33,130
Thereafter	<u>66,263</u>
	<u>\$231,913</u>

Amortization expense recognized for the patient list in 2014 and 2013 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2014 and 2013.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was \$9,638.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$7,654 in 2014 and \$1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately \$136,000 and \$138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2014 and 2013 totaled \$265,007 and \$774,569, respectively.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,802,000 and \$7,373,000 for the years ended August 31, 2014 and 2013, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

Use of Estimates

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

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of \$3,329,813 and \$2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of \$571,467 (\$23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of \$2,377,632 for the year ending August 31, 2013 related to swap agreements.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 5, 2014, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2014</u>			
Camping program	\$ 3,072	\$ 364,869	\$ 367,941
Other programs	33,332	353,019	386,351
Operations	—	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>
<u>2013</u>			
Camping program	\$ 1,918	\$ 363,869	\$ 365,787
Other programs	18,913	340,203	359,116
Operations	—	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$20,831</u>	<u>\$4,317,279</u>	<u>\$4,338,110</u>

Changes in Endowment Net Assets

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2012	\$ 16,043	\$4,303,631	\$4,319,674
Investment return:			
Investment income, net of fees	18,777	—	18,777
Net appreciation (realized and unrealized)	563,208	—	563,208
Contributions	—	13,648	13,648
Appropriated for expenditure	<u>(577,197)</u>	<u>—</u>	<u>(577,197)</u>
Net endowment assets, August 31, 2013	20,831	4,317,279	4,338,110
Investment return:			
Investment income, net of fees	22,617	—	22,617
Net appreciation (realized and unrealized)	970,963	—	970,963
Contributions	—	13,816	13,816
Appropriated for expenditure	<u>(978,007)</u>	<u>—</u>	<u>(978,007)</u>
Net endowment assets, August 31, 2014	<u>\$ 36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2014 and 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted (See Note 11)</u>	<u>Total Non- Endowment Net Assets</u>
<u>2014</u>				
Seniors program	\$ —	\$ 23,866	\$ —	\$ 23,866
Veterans program	263,880	9,702	—	273,582
India initiative	104,600	668,198	—	772,798
Other programs	—	174,192	—	174,192
Operations	<u>13,820,857</u>	<u>32,500</u>	<u>693,427</u>	<u>14,546,784</u>
Total non-endowment net assets	<u>\$14,189,337</u>	<u>\$908,458</u>	<u>\$ 693,427</u>	<u>\$15,791,222</u>
<u>2013</u>				
Seniors program	\$ 88,902	\$ 11,729	\$ —	\$ 100,631
Veterans program	—	517,035	—	517,035
India initiative	—	57,881	—	57,881
Other programs	—	285,461	—	285,461
Operations	<u>14,678,806</u>	<u>32,500</u>	<u>5,837,727</u>	<u>20,549,033</u>
Total non-endowment net assets	<u>\$14,767,708</u>	<u>\$904,606</u>	<u>\$5,837,727</u>	<u>\$21,510,041</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2014 or 2013.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

3. Classification of Net Assets (Continued)

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Leases

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,420,000 and \$2,168,000 for the years ended August 31, 2014 and 2013, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2015	\$2,018,870
2016	1,486,328
2017	1,044,716
2018	385,129
2019	221,698
Thereafter	31,240

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately \$65,000 and \$144,000, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Buildings	\$ 27,225,674	\$ 33,015,085
Land and land improvements	2,696,051	3,494,009
Leasehold improvements	997,631	952,100
Office equipment and furniture	9,679,631	9,917,122
Vehicles	3,250,383	3,225,015
Construction in progress	<u>296,043</u>	<u>216,678</u>
	44,145,413	50,820,009
Less accumulated depreciation and amortization	<u>(19,051,030)</u>	<u>(22,753,125)</u>
	<u>\$ 25,094,383</u>	<u>\$ 28,066,884</u>

Depreciation and amortization expense related to fixed assets totaled \$1,728,935 and \$1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled \$64,351 and \$218,670, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2014 and 2013.

6. Investments and Assets Limited as to Use

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

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 523,616	\$ 3,513,266
Certificates of deposit	-	554,282
Marketable equity securities	1,883,153	2,770,110
Mutual funds	11,634,793	10,992,033
Corporate and foreign bonds	711,063	903,497
Government and agency securities	<u>366,744</u>	<u>631,627</u>
	15,119,369	19,364,815
Less: assets limited as to use	<u>(1,286,323)</u>	<u>(5,100,474)</u>
Total investments, at fair value	<u>\$13,833,046</u>	<u>\$14,264,341</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

6. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2014 and 2013 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2014</u>	<u>2013</u>
Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures:		
Cash and cash equivalents	\$ —	\$2,310,566
Certificates of deposit	—	554,282
Mutual funds	—	428,148
Marketable equity securities	—	<u>151,573</u>
	—	3,444,569
Under a deferred compensation plan (see note 7):		
Investments	986,277	1,367,127
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>300,046</u>	<u>288,778</u>
Total assets limited as to use	<u>\$1,286,323</u>	<u>\$5,100,474</u>

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

	<u>2014</u>	<u>2013</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 742,337	\$ 681,151
Net unrealized gains	668,363	231,743
Net realized gains	<u>828,601</u>	<u>557,753</u>
	2,239,301	1,470,647
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,613	1,141
Net unrealized gains	20,109	7,631
Net realized gains	<u>17,877</u>	<u>16,542</u>
	<u>41,599</u>	<u>25,314</u>
	<u>\$2,280,900</u>	<u>\$1,495,961</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$673,000 and \$474,000 for the years ended August 31, 2014 and 2013, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$128,000 and \$130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were \$986,277 and \$1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from \$400,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	\$14,275,000	\$14,660,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from \$10,050 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)	4,929,360	5,052,360
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of \$9,500 plus interest payable monthly, with a final payment of \$2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).	–	2,470,000

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

	<u>2014</u>	<u>2013</u>
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of \$3,888,720 at August 31, 2014	\$ 3,482,580	\$ 3,500,000
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$985 payable monthly through April 2018, secured by vehicles	41,386	52,008
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$525 payable monthly through September 2018, secured by vehicles	24,449	-
Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, due August 2015, secured by vehicles	37,353	73,357
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016	197,002	307,232
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$2,923 payable monthly through September 2018, secured by vehicles	136,074	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$546 payable monthly through January 2019, secured by vehicles	27,394	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$195 payable monthly through March 2019, secured by vehicles	10,137	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$608 payable monthly through July 2019, secured by vehicles	33,925	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$166 payable monthly through August 2019, secured by vehicles	<u>9,979</u>	<u>-</u>
	23,204,639	26,114,957
Less current portion	<u>4,228,339</u>	<u>796,290</u>
	<u>\$18,976,300</u>	<u>\$25,318,667</u>

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

2015	\$ 4,228,339
2016	698,294
2017	642,760
2018	669,263
2019	643,064
Thereafter	<u>16,322,919</u>
	<u>\$23,204,639</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. **Borrowings (Continued)**

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 and 2013 were converted to various term notes secured by vehicles, as described above.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are two notes payable of \$33,925 and \$9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately \$456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH \$3.725 million, Easter Seals NY \$3 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were \$262,356 and \$262,356, respectively, related to Harbor Schools, \$1,935,548 and \$1,599,505, respectively, related to Easter Seals NY and \$0 and \$1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to \$1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use (\$3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of \$1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were \$924,658 (see deconsolidation of affiliate – note 12).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$300,046 and \$288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$183,000 and \$157,000 in 2014 and 2013, respectively.

Series 2010 Revenue Bonds

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

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

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$14,275,000 and \$14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. **Borrowings (Continued)**

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of \$2,470,000 at August 31, 2013. The original notional amount of \$1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled \$3,329,813 and \$2,758,346 at August 31, 2014 and 2013, respectively, \$615,570 and \$708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled \$674,448 and \$692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

9. **Donated Services**

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

10. **Related Party Transactions**

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of \$334,352 and \$247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of \$7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were \$122,586 and \$121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2014 and 2013.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in alternative and other asset funds are derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 523,616	\$ —	\$ —	\$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	—	—	1,238,248
International	644,905	—	—	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	—	—	3,562,348
Intermediate-term bond fund	824,376	—	—	824,376
High yield bond fund	264,363	—	—	264,363
Foreign bond	14,168	—	—	14,168
Government securities	752,030	—	—	752,030
International equities	784,490	—	—	784,490
Domestic, large-cap	1,500,128	—	—	1,500,128
Domestic, mid-cap	147,920	—	—	147,920
Domestic, small-cap	3,480	—	—	3,480
Domestic, Multi Alt	112,233	—	—	112,233
Real estate fund	128,303	—	—	128,303

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds, closed-ended:				
Domestic, large-cap	\$ 2,510,846	\$ -	\$ -	\$ 2,510,846
Domestic, mid-cap	508,556	-	-	508,556
Domestic, small-cap	193,682	-	-	193,682
International equity	326,879	-	-	326,879
Commodity	991	-	-	991
Corporate and foreign bonds	-	711,063	-	711,063
Government and agency securities	<u>366,744</u>	<u>-</u>	<u>-</u>	<u>366,744</u>
	<u>\$14,408,306</u>	<u>\$ 711,063</u>	<u>\$ -</u>	<u>\$15,119,369</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 16,172	\$ -	\$ -	\$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	-	283,504
Small-cap	-	33,685	-	33,685
International	-	72,307	-	72,307
Emerging markets	46,695	-	-	46,695
Mutual funds:				
Domestic fixed income	-	133,076	-	133,076
International fixed income	30,821	-	-	30,821
Commodity	42,050	-	-	42,050
Real estate investment trust	<u>35,117</u>	<u>-</u>	<u>-</u>	<u>35,117</u>
	<u>\$ 396,654</u>	<u>\$ 296,773</u>	<u>\$ -</u>	<u>\$ 693,427</u>
Liabilities:				
Interest rate swap agreements	<u>\$ -</u>	<u>\$ -</u>	<u>\$3,329,813</u>	<u>\$ 3,329,813</u>

2013

Assets:

Assets limited as to use and investments
at fair value:

Cash and cash equivalents	\$ 3,513,266	\$ -	\$ -	\$ 3,513,266
Certificates of deposit	-	554,282	-	554,282
Marketable equity securities:				
Large-cap	2,550,313	-	-	2,550,313
International	219,797	-	-	219,797
Mutual funds, open-ended:				
Short-term fixed income	3,304,368	-	-	3,304,368
Intermediate-term bond fund	543,938	-	-	543,938
High yield bond fund	274,582	-	-	274,582
Foreign bond	210,342	-	-	210,342
Government securities	511,971	-	-	511,971
International equities	693,837	-	-	693,837

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Domestic, large-cap	\$ 816,851	\$ —	\$ —	\$ 816,851
Domestic, mid-cap	369,532	—	—	369,532
Domestic, small-cap	237,828	—	—	237,828
Real estate fund	3,868	—	—	3,868
Mutual funds, closed-ended:				
Fixed income and bond	427,663	—	—	427,663
Domestic, large-cap	2,002,955	—	—	2,002,955
Domestic, mid-cap	493,556	—	—	493,556
Domestic, small-cap	913,054	—	—	913,054
International equity	173,305	—	—	173,305
Commodity	14,383	—	—	14,383
Corporate and foreign bonds	—	903,497	—	903,497
Government and agency securities	<u>631,627</u>	<u>—</u>	<u>—</u>	<u>631,627</u>
	<u>\$17,907,036</u>	<u>\$1,457,779</u>	<u>\$ —</u>	<u>\$19,364,815</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 4,555	\$ —	\$ —	\$ 4,555
Marketable equity securities:				
Large-cap	2,544,889	148,594	—	2,693,483
Mid-cap	809,286	45,600	—	854,886
Small-cap	—	33,110	—	33,110
International	319,796	40,369	—	360,165
Emerging markets	118,842	—	—	118,842
Corporate bonds	—	709,131	—	709,131
Foreign bonds	—	6,029	—	6,029
Mutual funds:				
Domestic fixed income	—	654,361	—	654,361
International equity	34,664	—	—	34,664
International fixed income	19,931	—	—	19,931
Domestic large-cap equity	67,476	—	—	67,476
Domestic mid-cap equity	16,984	—	—	16,984
Domestic small-cap equity	20,565	—	—	20,565
Commodity	5,465	—	—	5,465
Government and agency securities	20,202	—	—	20,202
Real estate investment trust	95,123	—	—	95,123
Alternative and structured asset funds	<u>33,921</u>	<u>—</u>	<u>88,834</u>	<u>122,755</u>
	<u>\$ 4,111,699</u>	<u>\$1,637,194</u>	<u>\$ 88,834</u>	<u>\$ 5,837,727</u>
Liabilities:				
Interest rate swap agreements	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,758,346</u>	<u>\$ 2,758,346</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

	<u>Interest Rate Swaps</u>	<u>Alternative and Other Asset Funds</u>
Beginning balance, August 31, 2012	\$(5,135,978)	\$ 78,614
Unrealized gains, net	<u>2,377,632</u>	<u>10,220</u>
Ending balance, August 31, 2013	(2,758,346)	88,834
Unrealized loss, net	(594,854)	-
Deconsolidation of affiliate – see note 12	<u>23,387</u>	<u>(88,834)</u>
Ending balance, August 31, 2014	<u>\$(3,329,813)</u>	<u>\$ -</u>

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were \$(594,854) and \$2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were \$0 and \$10,220, respectively.

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

12. Deconsolidation of Related Entity

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

	July 31, 2014 <u>(Unaudited)</u>	<u>August 31,</u> 2013
Assets:		
Cash and cash equivalents	\$ 21,440	\$ 270,732
Program and other accounts receivable, net	18,572	283,994
Assets limited as to use	3,548,526	3,444,569
Investments, at fair value	256,832	1,699,874
Beneficial interest in trust held by others	5,719,267	5,207,585
Fixed assets	1,879,966	1,919,988
Other assets	<u>24,828</u>	<u>108,708</u>
Total assets	11,469,431	12,935,450
Liabilities and net assets:		
Line of credit	—	(924,658)
Deferred revenue	(3,138,717)	(3,456,204)
Long-term debt	(2,365,500)	(2,470,000)
Other liabilities	<u>(124,135)</u>	<u>(731,465)</u>
Total liabilities	<u>(5,628,352)</u>	<u>(7,582,327)</u>
Total net assets	<u>\$ 5,841,079</u>	<u>\$ 5,353,123</u>

	11-Month Period Ended <u>July 31, 2014</u>	<u>Year Ended</u> <u>August 31, 2013</u>
Total public support and revenue	\$ 1,027,556	\$ 1,298,832
Total operating expenses	(856,861)	(1,048,542)
Other nonoperating expenses, gains and losses	<u>778,724</u>	<u>361,524</u>
Increase in net assets before discontinued operations	<u>\$ 949,419</u>	<u>\$ 611,814</u>

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2013 were \$454,230 and \$657,561, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ -	\$ -	\$878,144	\$ 872,744	\$ 32,929	\$51,896
Total liabilities	-	1,197	648,892	595,053	44,511	9,289
Net assets (deficit):						
Unrestricted	-	(1,197)	180,556	230,951	(11,582)	42,607
Temporarily restricted	-	-	24,870	22,914	-	-
Permanently restricted	-	-	23,826	23,826	-	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

13. Discontinued Operations (Continued)

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ 825	\$ 1,888	\$ -	\$ 2,119,068	\$ 800,810	\$ -
Total liabilities	-	38	-	2,470,000	31,783	29,592
Net assets (deficit):						
Unrestricted	825	1,850	-	(350,932)	769,027	(29,592)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ -	\$ -	\$ 22,127	\$ 12,907	\$ -	\$ 320,825
Operating expenses	-	(20,310)	(70,891)	(329,961)	(192,456)	(628,465)
Other nonoperating expense, gains or losses	-	-	830	(1,469)	-	-
Gain on sale of properties, net	-	-	-	291,788	-	-
Total decrease in net assets	\$ -	\$ (20,310)	\$ (47,934)	\$ (26,735)	\$ (192,456)	\$ (307,640)

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ 4,667	\$ 210,588	\$ 57,166	\$ 774,143	\$ 1,276,909	\$ 1,996,997
Operating expenses	(42,262)	(324,009)	(511,596)	(1,431,704)	(2,018,853)	(1,970,004)
Gain (loss) on sale of properties, net	-	325	200	-	-	(15,563)
Total increase (decrease) in net assets	\$ (37,595)	\$ (113,096)	\$ (454,230)	\$ (657,561)	\$ (741,944)	\$ 11,430

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of \$276,550.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the "Lord Abbett Short Duration Income A Fund" as of August 31, 2014.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

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

LIABILITIES AND NET ASSETS

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

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2013

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 1,884,939	\$ 500	\$ 300	\$ 500	\$ -	\$ 270,732	\$ 885,650	\$ -	\$ 3,042,621
Accounts receivable from affiliates	8,588,060	983,077	-	-	-	-	247,471	(9,571,137)	247,471
Program and other accounts receivable, net	6,375,827	627,330	541,354	160,914	3,500	283,994	3,231,789	-	11,224,708
Contributions receivable, net	343,482	-	1,725	20,175	-	28,350	292,378	-	686,110
Current portion of assets limited as to use	288,778	-	-	-	-	253,183	-	-	541,961
Prepaid expenses and other current assets	426,695	4,950	37,302	9,276	-	80,358	225,263	-	783,844
Total current assets	17,907,781	1,615,857	580,681	190,865	3,500	916,617	4,882,551	(9,571,137)	16,526,715
Assets limited as to use, net of current portion	1,367,127	-	-	-	-	3,191,386	-	-	4,558,513
Fixed assets, net	20,574,542	1,994	29,777	20,130	-	1,919,988	5,520,453	-	28,066,884
Property held for sale	-	-	-	-	822,504	-	-	-	822,504
Bond issuance costs, net	65,290	-	-	-	-	-	179,461	-	244,751
Investments, at fair value	11,646,528	-	-	-	46,740	1,699,874	871,199	-	14,264,341
Beneficial interest in trusts held by others and other assets	969,247	-	-	35,917	-	5,207,585	618,051	-	6,830,800
	<u>\$52,530,515</u>	<u>\$1,617,851</u>	<u>\$ 610,458</u>	<u>\$ 246,912</u>	<u>\$ 872,744</u>	<u>\$12,935,450</u>	<u>\$12,071,715</u>	<u>\$ (9,571,137)</u>	<u>\$71,314,508</u>

LIABILITIES AND NET ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Connecticut</u>	<u>New York</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities:									
Lines of credit	\$ 1,425,875	\$ -	\$ -	\$ -	\$ 262,356	\$ 924,658	\$ 1,599,505	\$ -	\$ 4,212,394
Accounts payable	1,259,499	8,467	1,492	3,458	907	65,152	473,153	-	1,812,128
Accrued expenses	3,058,850	7,722	28,013	6,617	29,988	115,836	896,428	-	4,143,454
Accounts payable to affiliates	4,654,485	-	2,790,841	58,729	296,552	493,735	1,276,795	(9,571,137)	-
Current portion of deferred revenue	342,165	12,095	55,123	-	5,250	264,818	160,116	-	839,567
Current portion of interest rate swap agreements	525,435	-	-	-	-	39,267	143,430	-	708,132
Current portion of long-term debt	523,287	-	-	-	-	114,000	159,003	-	796,290
Total current liabilities	11,789,596	28,284	2,875,469	68,804	595,053	2,017,466	4,708,430	(9,571,137)	12,511,965
Deferred revenue, net of current portion	1,026,667	-	-	-	-	3,191,386	-	-	4,218,053
Other liabilities	1,367,458	-	-	-	-	-	-	-	1,367,458
Interest rate swap agreements, less current portion	1,699,286	-	-	-	-	17,475	333,453	-	2,050,214
Long-term debt, less current portion	17,995,953	-	-	-	-	2,356,000	4,966,714	-	25,318,667
Total liabilities	33,878,960	28,284	2,875,469	68,804	595,053	7,582,327	10,008,597	(9,571,137)	45,466,357
Net assets (deficit):									
Unrestricted	13,547,926	1,589,568	(2,279,862)	140,709	230,951	145,539	1,392,877	-	14,767,708
Temporarily restricted	734,001	(1)	14,851	1,482	22,914	-	152,190	-	925,437
Permanently restricted	4,369,628	-	-	35,917	23,826	5,207,584	518,051	-	10,155,006
Total net assets (deficit)	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	-	25,848,151
	\$52,530,515	\$1,617,851	\$ 610,458	\$ 246,912	\$ 872,744	\$12,935,450	\$12,071,715	\$ (9,571,137)	\$71,314,508

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

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

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general	\$ 8,240,795	\$ 344,097	\$ 220,095	\$ 130,416	\$ -	\$ 147,814	\$ 2,722,667	\$ (2,386,314)	\$ 9,419,570
Fundraising	<u>862,957</u>	<u>319</u>	<u>90,098</u>	<u>141,535</u>	<u>-</u>	<u>129,258</u>	<u>796,555</u>	<u>(13,783)</u>	<u>2,006,939</u>
Total supporting services	9,103,752	344,416	310,193	271,951	-	277,072	3,519,222	(2,400,097)	11,426,509
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	-	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	25,797	-	606	2,110	-	2,559	91,514	-	122,586
Total operating expenses	<u>65,994,654</u>	<u>3,863,424</u>	<u>2,466,901</u>	<u>1,442,492</u>	<u>-</u>	<u>856,861</u>	<u>29,888,051</u>	<u>(2,431,097)</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	-	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	-	-	-	-	33,354	(183,550)	-	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	-	-	-	-	235,704	(4,020)	-	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	-	-	2,851	-	511,682	45,687	-	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	-	-	-	-	(2,016)	-	-	14,352
Other nonoperating expenses	<u>(249,092)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(249,092)</u>
Deconsolidation of affiliate	640,634	-	-	2,851	-	778,724	(141,883)	-	1,280,326
	-	-	-	-	-	(5,841,079)	-	-	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	1,607,190	77,195	(61,836)	(38,839)	-	(4,891,660)	(899,584)	(7,737)	(4,215,271)
Loss from discontinued operations	<u>(741,943)</u>	<u>-</u>	<u>(37,595)</u>	<u>-</u>	<u>(48,439)</u>	<u>(461,463)</u>	<u>(192,456)</u>	<u>7,737</u>	<u>(1,474,159)</u>
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	-	(5,689,430)
Net assets (deficit) at beginning of year	<u>18,651,555</u>	<u>1,589,567</u>	<u>(2,265,011)</u>	<u>178,108</u>	<u>277,691</u>	<u>5,353,123</u>	<u>2,063,118</u>	<u>-</u>	<u>25,848,151</u>
Net assets (deficit) at end of year	<u>\$ 19,516,802</u>	<u>\$ 1,666,762</u>	<u>\$ (2,364,442)</u>	<u>\$ 139,269</u>	<u>\$ 229,252</u>	<u>\$ -</u>	<u>\$ 971,078</u>	<u>\$ -</u>	<u>\$ 20,158,721</u>

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 1,982,061	\$ 569	\$ 20,216	\$ 34,016	\$ -	\$ 43,732	\$ 416,983	\$ -	\$ 2,497,577
Special events, net	323,059	176	57,225	106,647	-	35,291	466,125	-	988,523
Annual campaigns, net	379,744	15,804	12,321	32,663	-	2,702	-	-	443,234
Bequests	<u>108,362</u>	<u>-</u>	<u>79,247</u>	<u>1,710</u>	<u>-</u>	<u>20,270</u>	<u>160,234</u>	<u>-</u>	<u>369,823</u>
Total public support	2,793,226	16,549	169,009	175,036	-	101,995	1,043,342	-	4,299,157
Revenue:									
Fees and grants from governmental agencies	34,749,892	2,855,468	1,328,332	1,077,769	-	346,649	23,270,093	-	63,628,203
Other fees and grants	19,378,555	727,962	30,673	64,890	-	16,554	3,794,589	-	24,013,223
Sales to public	4,019,558	-	-	-	-	-	-	-	4,019,558
Dividend and interest income	353,638	-	-	1,431	-	305,749	52,749	(31,275)	682,292
Rental income	1,240	-	-	-	-	-	143,531	-	144,771
Intercompany revenue	1,966,264	-	-	-	-	-	54,004	(2,020,268)	-
Other	<u>95,342</u>	<u>9,294</u>	<u>16</u>	<u>5,600</u>	<u>-</u>	<u>527,885</u>	<u>41,126</u>	<u>-</u>	<u>679,263</u>
Total revenue	<u>60,564,489</u>	<u>3,592,724</u>	<u>1,359,021</u>	<u>1,149,690</u>	<u>-</u>	<u>1,196,837</u>	<u>27,356,092</u>	<u>(2,051,543)</u>	<u>93,167,310</u>
Total public support and revenue	63,357,715	3,609,273	1,528,030	1,324,726	-	1,298,832	28,399,434	(2,051,543)	97,466,467
Operating expenses:									
Program services:									
Public health education	257,956	885	87	3,746	-	241	346,187	-	609,102
Professional education	41,275	-	-	-	-	-	-	-	41,275
Direct services	<u>54,105,838</u>	<u>3,177,319</u>	<u>1,235,816</u>	<u>1,073,809</u>	<u>-</u>	<u>810,933</u>	<u>24,086,980</u>	<u>(148,200)</u>	<u>84,342,495</u>
Total program services	54,405,069	3,178,204	1,235,903	1,077,555	-	811,174	24,433,167	(148,200)	84,992,872

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general	\$ 7,892,260	\$ 329,705	\$ 154,349	\$ 121,246	\$ -	\$ 75,977	\$ 2,686,098	\$ (1,855,742)	\$ 9,403,893
Fundraising	<u>958,211</u>	<u>2,124</u>	<u>36,353</u>	<u>116,201</u>	-	<u>156,362</u>	<u>533,649</u>	<u>(47,601)</u>	<u>1,755,299</u>
Total supporting services	8,850,471	331,829	190,702	237,447	-	232,339	3,219,747	(1,903,343)	11,159,192
Total functional expenses	63,255,540	3,510,033	1,426,605	1,315,002	-	1,043,513	27,652,914	(2,051,543)	96,152,064
Support of National programs	<u>25,325</u>	-	<u>595</u>	<u>5,435</u>	-	<u>5,029</u>	<u>85,396</u>	-	<u>121,780</u>
Total operating expenses	<u>63,280,865</u>	<u>3,510,033</u>	<u>1,427,200</u>	<u>1,320,437</u>	-	<u>1,048,542</u>	<u>27,738,310</u>	<u>(2,051,543)</u>	<u>96,273,844</u>
Increase in net assets from operations	76,850	99,240	100,830	4,289	-	250,290	661,124	-	1,192,623
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	1,755,863	-	-	-	-	41,266	580,503	-	2,377,632
Net realized and unrealized gains (losses) on investments	715,103	-	-	-	-	112,222	(13,656)	-	813,669
Increase in fair value of beneficial interest in trusts held by others	5,861	-	-	1,429	-	208,036	24,110	-	239,436
Other nonoperating losses	(77,517)	-	-	-	-	-	(29,603)	-	(107,120)
Gain on sales and disposals of property, plant and equipment	<u>7,392</u>	-	-	-	-	-	-	-	<u>7,392</u>
	<u>2,406,702</u>	-	-	<u>1,429</u>	-	<u>361,524</u>	<u>561,354</u>	-	<u>3,331,009</u>
Increase in net assets before effects of discontinued operations	2,483,552	99,240	100,830	5,718	-	611,814	1,222,478	-	4,523,632
Income (loss) from discontinued operations	<u>11,430</u>	<u>(20,310)</u>	<u>(113,096)</u>	-	<u>(26,735)</u>	<u>(657,561)</u>	<u>(307,640)</u>	-	<u>(1,113,912)</u>
Total increase (decrease) in net assets	2,494,982	78,930	(12,266)	5,718	(26,735)	(45,747)	914,838	-	3,409,720
Net assets (deficit) at beginning of year	<u>16,156,573</u>	<u>1,510,637</u>	<u>(2,252,745)</u>	<u>172,390</u>	<u>304,426</u>	<u>5,398,870</u>	<u>1,148,280</u>	-	<u>22,438,431</u>
Net assets (deficit) at end of year	<u>\$ 18,651,555</u>	<u>\$ 1,589,567</u>	<u>\$ (2,265,011)</u>	<u>\$ 178,108</u>	<u>\$ 277,691</u>	<u>\$ 5,353,123</u>	<u>\$ 2,063,118</u>	-	<u>\$ 25,848,151</u>

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

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

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Connecticut</u>	<u>New York</u>	<u>Elimi- nations</u>	<u>Total</u>
Salaries and related expenses	\$ 46,435,814	\$ 2,582,606	\$ 1,182,486	\$ 950,569	\$ -	\$ 755,476	\$ 19,897,017	\$ -	\$ 71,803,968
Professional fees	6,607,471	573,778	49,472	197,171	-	128,550	3,683,964	(2,020,268)	9,220,138
Supplies	1,847,054	24,018	26,253	7,177	-	26,740	770,402	-	2,701,644
Telephone	676,981	15,458	3,861	7,864	-	6,589	131,845	-	842,598
Postage and shipping	76,565	1,528	2,604	2,455	-	908	30,711	-	114,771
Occupancy	2,011,739	55,018	128,009	83,516	-	52,053	1,488,120	-	3,818,455
Outside printing, artwork and media	73,284	4,336	5,082	7,299	-	10,719	29,277	-	129,997
Travel	2,241,712	114,616	2,695	42,513	-	10,516	191,172	-	2,603,224
Conventions and meetings	214,794	27,374	2,162	1,668	-	11,465	134,065	-	391,528
Specific assistance to individuals	712,548	87,860	2,648	-	-	595	153,140	-	956,791
Dues and subscriptions	24,498	538	4,902	1,246	-	1,280	16,753	-	49,217
Minor equipment purchases- and equipment rental	292,938	19,148	9,519	11,565	-	7,157	85,912	-	426,239
Ads, fees and miscellaneous	47,695	2,962	3,044	225	-	1,594	44,104	-	99,624
Interest	779,392	-	-	-	-	26,201	319,338	(31,275)	1,093,656
Facility tax assessment	-	-	-	-	-	-	311,041	-	311,041
Depreciation and amortization	1,213,055	793	3,868	1,734	-	3,670	366,053	-	1,589,173
	<u>\$ 63,255,540</u>	<u>\$ 3,510,033</u>	<u>\$ 1,426,605</u>	<u>\$ 1,315,002</u>	<u>\$ -</u>	<u>\$ 1,043,513</u>	<u>\$ 27,652,914</u>	<u>\$ (2,051,543)</u>	<u>\$ 96,152,064</u>

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

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

Single Audit Act Reports

Year Ended August 31, 2014

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2014

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

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2014, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 5, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Easter Seals NH's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH'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.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Easter Seals NH's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Manchester, New Hampshire
December 5, 2014


Limited Liability Company

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY OMB CIRCULAR A-133**

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) 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 Easter Seals NH's major federal programs for the year ended August 31, 2014. Easter Seals NH'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.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH'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 Easter Seals NH'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 Easter Seals NH's compliance.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH 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 August 31, 2014.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with OMB Circular No. A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2014-1 and 2014-2. Our opinion on each major federal program is not modified with respect to these matters.

Easter Seals NH's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Easter Seals NH's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Easter Seals NH 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 Easter Seals NH'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 Easter Seals NH'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.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2014, and have issued our report thereon dated December 5, 2014, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Manchester, New Hampshire
December 5, 2014

Baker Nauman & Noyes
Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2014

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Program:			
School Breakfast Program	10.553	02-6000618	\$ 11,674
National School Lunch Program	10.555	02-6000618	160,097
Child and Adult Care Food Program	10.558	02-6000618	268,355
Passed through the New York Department of Education:			
Child Nutrition Program:			
Child and Adult Care Food Program	10.558	14-6013200	<u>114,881</u>
Total U.S. Department of Agriculture			555,007
U.S. Department of Housing and Urban Development:			
Passed through the City of Dover Department of Planning and Community Development:			
CDBG Project – ES Family Place	14.218	02-6000230	1,877
Passed through the City of Manchester Community Improvement Program:			
CIP Project – Easter Seals (VNA) Child Care	14.218	02-6000517	30,000
Passed through the New York Office of Mental Retardation and Developmental Disabilities:			
Community Development Block / Entitlement Grants	14.218	14-6013200	<u>37,616</u>
Total U.S. Department of Housing and Urban Development			69,493
U.S. Department of Labor:			
Passed through Services for the Underserved:			
Homeless Veteran’s Reintegration Program	17.805*	91-1918247	372,737
Homeless Female Veterans/Veterans with Families	17.805*	N/A	237,569
Passed through Easter Seals, Inc.:			
Senior Community Service Employment Program	17.235	36-2171729	<u>3,380,204</u>
Total U.S. Department of Labor			3,990,510
U.S. Department of Veteran’s Affairs:			
Passed through the Harbor Homes Inc:			
VA Supportive Services for Veteran Families (SSVF)	64.033*	02-0351932	<u>152,421</u>
Total U.S. Department of Veteran’s Affairs			152,421

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2014

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Americorp National – Corporation for National and Community Service: Passed through the University of Maryland Department of Health Services Administration: Legacy Corps (Americorp)	94.006	52-6002033	\$ <u>6,731</u>
Total Americorp National			6,731
U.S. Department of Education: Passed through the New Hampshire Department of Children, Youth and Families: Title 1 Part D Subpart 1	84.010A	02-6000618	10,902
Passed through the New York Department of Education: Special Education – Grants to States (IDEA 611)	84.027	13-6007118	5,740
	84.027	13-6007162	6,404
	84.027	13-6007152	2,594
	84.027	13-6007110	1,303
	84.027	13-6007112	3,542
	84.027	13-6007113	1,360
	84.027	13-6007119	1,244
	84.207	14-6009250	2,526
	84.207	14-6001456	5,744
	84.027	13-2615395	9,905
	84.027	13-6007117	2,560
	84.027	13-6007100	1,289
	84.027	13-1979071	1,248
	84.027	14-6001632	13,706
	84.027	13-6007132	1,515
	84.027	14-6001973	48,360
	84.027	13-1888668	2,108
	84.027	13-6400434	99,338
	84.027	13-6007160	3,750
	84.027	13-6007163	802
	84.027	14-6001844	15,360
	84.027	13-6007176	1,217
	84.027	13-6007115	5,588
	84.027	14-6001725	3,498
	84.027	13-6007114	1,570
	84.027	13-6007139	2,700
	84.027	16-6002121	2,825
	84.027	13-6007183	5,456
	84.027	13-6007340	14,600

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2014

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Special Education – Preschool Grants (IDEA 619)	84.173	13-6007118	\$ 1,175
	84.173	13-6007162	2,580
	84.173	13-6007152	332
	84.173	13-6007110	356
	84.173	13-6007112	646
	84.173	13-6007113	281
	84.173	13-6007119	251
	84.173	14-6009250	830
	84.173	14-6001456	1,712
	84.173	13-2615395	2,296
	84.173	13-6007117	1,006
	84.173	13-6007100	564
	84.173	13-1979071	388
	84.173	14-6001632	3,332
	84.173	13-6007132	467
	84.173	14-6001973	19,800
	84.173	13-6400434	12,337
	84.173	13-6007160	870
	84.173	14-6001844	8,390
	84.173	13-6007172	1,976
	84.173	13-6007176	332
	84.173	13-6007115	788
	84.173	13-6007139	896
	84.173	13-6007183	<u>1,204</u>
Total U.S. Department of Education			341,563
U.S. Department of Health and Human Services:			
Passed through the Vermont Department of Social and Rehabilitation Services:			
Foster Care – Title IV – E	93.659	03-6000264	404,389
Promoting Safe and Stable Families	93.556	03-6000264	87,405
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
SAMHSA – Project Launch – NH	93.243	02-0458174	36,076
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	102,328
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	46,532
National Family Caregiver Support	93.052*	02-6000618	36,440

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2014

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Medicare Improvements for Patients and Providers Act – Beneficiary Outreach and Assistance (MIPPA)	93.071	02-6000618	8,451
Affordable Care Act – Aging and Disability	93.517	02-6000618	43,403
Social Services Block Grant	93.667*	02-6000618	102,373
Social Services Block Grant	93.667*	02-6000618	27,789
Medical Assistance Program (Medicaid: Title XIX)	93.778	02-6000618	305,390
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	41,128
Medicare Improvements for Patients and Providers Act – Beneficiary Outreach and Assistance (MIPPA)	93.048	02-6000618	18,139
Passed through the Lakes Region Partnership for Public Health: Marketplace Assister Services	93.052*	02-6000937	106,945
Passed through the New Hampshire Division of Public Health Bureau of Community Health Services, Alcohol & Other Drug Treatment Section:			
Substance Abuse Prevention and Treatment Block Grant	93.959*	02-6000618	1,053,158
Substance Abuse Prevention and Treatment Project Grant	93.275	02-6000618	75,339
Passed through the New Hampshire Department of Health and Human Services:			
Child Care and Development Fund	93.596	02-6000618	1,270,258
National Guard Military Operations and Maintenance	12.401	02-6000618	817,159
Division of Public Health Services	93.991	02-6000618	36,114
Passed through the New Hampshire Department of Children, Youth and Families:			
Child Care and Development Block Grant	93.575	02-6000618	172,371
Child Care and Development Block Grant	93.575	02-6000618	106,362
Child Care and Development Block Grant	93.575	02-6000618	85,690
Child Care and Development Block Grant	93.575	02-6000619	78,923
After Hours Information & Referral Services for the DCYF System to Individuals & Law Enforcement	93.xxx	02-6000618	41,263
Passed through the Commonwealth of Massachusetts Department of Social Services:			
Temporary Assistance to Needy Families	93.558*	04-2523961	904,172
Social Services Block Grant	93.667*	04-2523961	698,717
Passed through the Rhode Island and Providence Plantations Department of Human Services:			
Early Intervention Part C	84.181	05-6000522	<u>58,233</u>
 Total U.S. Department of Health and Human Services			<u>6,764,547</u>
 Total Federal Expenditures			<u>\$11,880,272</u>

* Major Program

See notes to this schedule.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2014

1. Basis of Accounting

The Schedule of Expenditures of Federal Awards is prepared on the accrual basis of accounting. Consequently, expenditures are recognized when the obligation is incurred. The Schedule of Expenditures of Federal Awards does not include matching amounts that Easter Seals NH expends in connection with its federal programs. Easter Seals NH affiliates that received federal awards that are included in the Schedule of Expenditures of Federal Awards include The Harbor Schools Incorporated, Manchester Alcoholism Rehabilitation Center, Webster Place, Inc., Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Vermont, Inc., and Easter Seals Connecticut, Inc.

2. Categorization of Expenditures

The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2014

SECTION I – Summary of Audit Results

Financial Statements:

Type of auditor’s report issued: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) that are not considered
 to be material weaknesses? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards:

Internal control over major programs:

Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) that are not considered
 to be material weaknesses? _____ yes X none reported

Type of auditor’s report issued on compliance for
 major programs: *Unmodified*

Any audit findings disclosed that are required to be
 reported in accordance with Section 510(a) of
 Circular A-133? X yes _____ no

Identification of Major Programs:

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
17.805	U.S. Department of Labor: Homeless Veteran’s Reintegration Program & Homeless Female Veterans / Veterans with Families
64.033	U.S. Department of Veteran’s Affairs: VA Supportive Services for Veteran Families (SSVF)
93.558	U.S. Department of Health and Human Services: Temporary Assistance to Needy Families
93.667	Social Services Block Grant
93.052	National Family Caregiver Support & Marketplace Assister Services
93.959	Substance Abuse Prevention & Treatment Block Grant

Dollar threshold used to distinguish
 between Type A and Type B programs: \$356,408

Auditee qualified as low-risk auditee? X yes _____ no

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2014

SECTION II – Financial Statement Findings

None reported.

SECTION III – Federal Award Findings and Questioned Costs

Reference Number:

Finding 2014-1

Federal Program Information:

U.S. Department of Health and Human Services: Passed through the New Hampshire Bureau of Elderly and Adult Services: Social Services Block Grant: Title XX Adult Day Program: CFDA #93.667

Criteria or Specific Requirement:

Review of Vendors

Condition:

Easter Seals NH does not actively monitor activity with its vendors to ensure no debarred or suspended vendors are used for services.

Questioned Costs:

None

Context:

Compliance testing

Effect:

Lack of oversight of vendors used.

Cause:

No policy or procedure has been implemented to monitor vendors for suspension or debarment.

Recommendation:

Easter Seals NH should implement a procedure for reviewing vendors for possible debarment or suspension.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2014

Corrective Action Taken:

A policy and procedure was developed and immediately implemented requiring the Accounts Payable staff to look up new vendors on the SAM website before setting them up or making any payments to them. The contract staff is also required to check the status before establishing or renewing any contract. Staff will document that they are checking the website by dating and initialing whatever documentation they received that prompted the check. The Purchasing Director or her designee will review and confirm in writing that these checks have been performed. Accounts Payable/Purchasing staff will prioritize the vendor list and review all vendors Easter Seals NH does business with that have volume greater than \$25,000 to ensure none are on the Debarred/Suspended list, and will work with IT to develop a way to monitor the entire vendor file on a monthly or quarterly basis for changes in the status of established vendors, possibly subscribing to a third party service.

Reference Number:

Finding 2014-2

Federal Program Information:

U.S. Department of Health and Human Services: Passed through the New Hampshire Bureau of Elderly and Adult Services: Social Services Block Grant: Title XX Adult Day Program: CFDA #93.667

Criteria or Specific Requirement:

Documentation Requirement

Condition:

The Bureau of Elderly and Adult Services released a report dated August 29, 2014 indicating that Easter Seals NH was not in compliance regarding documentation surrounding legal directive. It was noted that Easter Seals NH does not maintain documentation regarding legal directive on the person-centered plan of care form as required.

Questioned Costs:

None

Context:

Compliance testing

Effect:

Legal directive documentation is not maintained in the required format.

Cause:

There is no place on the person-centered plan of care form that asks for information regarding legal directive.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2014

Recommendation:

It is recommended that Easter Seals NH adjust the person-centered plan of care form to document information about legal directive.

Corrective Action Taken:

On the Person Centered Care Plan form under "Program Information" we have added the following:

Name of Guardian/DPOA

Is written directive on file?

We will continue to demonstrate applicable directive as evidenced by his/her signature on the document.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CORRECTIVE ACTION PLAN

Year Ended August 31, 2014

Identifying Number: 2014-1

Finding: Debarred Vendors, Social Services Block Grant

Contact: Denise Spenard, Director of Accounts Payable/Purchasing – Easter Seals NH

Corrective Actions Taken or Planned: See Schedule of Findings and Questioned Costs

Identifying Number: 2014-2

Finding: Legal Directive, Social Services Block Grant

Contact: Laurie Duff, Director of Senior Services – Easter Seals NH

Corrective Actions Taken or Planned: See Schedule of Findings and Questioned Costs

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2014

Finding 2013-1: Allowable costs, Child and Adult Care Food Program

Criteria:

Allowable Costs

Condition:

Three of the seven months of meal counts reviewed did not agree to the meal counts submitted to the State for reimbursement. In total for the three months, meal counts, including breakfast, lunch and snacks, were under-reported by 604 meals. The total quantified error is \$1,046. While the net impact was favorable to the State, one of the three months resulted in over-reported costs of \$13.

Questioned Costs:

None

Context:

Compliance testing

Effect:

Total meal counts were added incorrectly and resulted in inaccurate meal counts reported to the State.

Cause:

Meal Counts for the CACFP program are maintained manually, and must be totaled each day, subtotaled each month, and then entered into a spreadsheet. Given the manual nature of the calculation, errors are more likely.

Recommendation:

Easter Seals NH should implement an electronic system to calculate the number of meals, and reduce the likelihood of human error.

Corrective Action Taken:

As a long term solution, Easter Seals NH will investigate the feasibility of using Pro-care or a similar program for attendance and meal tracking in all locations not already using it.

Until a long term solution is implemented:

- accounting staff are working with the individual programs to develop tools and double checks to minimize errors in site sub-totals; and
- grant accounting staff are auditing meal counts by selecting one site per month to request all meal count and attendance records. These checks are done after completion of month-end close and claims corrected as soon as possible when errors are found. Staff training is reviewed and reinforced as needed to reduce errors. Each site is reviewed at least once during the year.

Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103
2015 Board of Directors

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Jim Bee

Dennis Beaulieu

General Counsel &

Assistant Secretary

(non voting member)

Bradford Cook, Esq.

Past Chairman

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Center

Rob Wiczorek

Chairman - RI

Tracey Colucci

Vice Chairman - VT

Sally Garmon

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present **President, Chief Executive Officer**

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 **Executive Vice President**
Vice President

8/75 – 6/85 **Deputy Executive Director**
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

- 9/71 – 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103
- Position: Facilities Director, Easter Seal School
- Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.
-
- 9/70 – 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431
- Position: Special Education Consultant
- 1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.
-
- 2/69 – 8/70 Gary Public Schools
Gary, IN
- Position: Teacher, Special Education
- Classroom teacher, M.R. Summer program for trainable M.R.
-
- 9/67 – 1/69 Charlottesville Public Schools
Charlottesville, VA
- Position: Teacher M.R. – Department Chairman
- Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All
undergraduate courses were at the Master's Level. Dean's List, Junior &
Senior years.

9/66 – 8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration,
Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Susan C. Ryan
Chief Operating Officer, Easter Seals New Hampshire

Core Competencies

- 25 years of exceptional results leading Non-Profit, Healthcare, Insurance, Benefits Administration, IT and Financial Services organizations
- Deep experience in planning and implementing complex cross-functional initiatives, strategic growth and successful change management outcomes in dynamic, fast-paced environments, reengineering processes using Six Sigma and Lean Processes
- Collaborative Operations leader actualizing sustainable outcomes in operations, IT and financial goals while increasing scalability
- Charismatic Leader with strong record of success motivating and mentoring high performing individuals and teams

Experience/Accomplishments

Chief Operating Officer
Easter Seals NH

11/2015-present

- Responsible for executive oversight of all consumer programs including Community Based Services (residential and day), Children's Services (EI, Child Development, Autism etc.), Youth Residential/Education, Farnum/Webster Alcohol & Substance abuse, Seniors Day and Home programs, Veterans Count operations, VT, RI and Maine Child & Family Services programs.
- Act as liaison and advocate between Easter Seals NH and all external stakeholders and partners with whom we collaborate

Vice President, National Operations
Zenith-American Solutions

1/2014-11/2015

- Provide direction to 20 national offices with 300+ employees administering health and welfare programs to 3M members
- Provide strategic thought leadership to meet corporate and client goals, create workflows to improve efficiency
- Designed national metrics and associated collection, analysis and distribution processes

Senior Director, Operations Process Improvement and Training
The Elliot Health System (EHS), Manchester NH

4/2011-12/2013

Elliot Hosp. is a 296-bed acute care facility, 3 Urgent Care Facilities, a Level Two Trauma Center and a network of 350+ primary care and specialty providers.

- Built the health systems first Process Improvement team to serve as internal consultants to clinicians, senior administrators, and stakeholders for managing, evaluating, implementing and communicating the outcomes of key strategic, operational, financial, clinical and quality process improvement projects
- Developed and implemented process improvements and standardization of workflows throughout the EHS. Successfully utilized Six Sigma & Lean Methodologies along with superior project management tools to achieve goals ranging from implementation of Multi-discipline Team Rounding on Med/Surg units, Standardized Scanning of Medical Records, ED to Floor RN handoffs using EPIC SBAR, Adapted BOOST Discharge, Multiple labs process improvements, 10 ED projects ranging from Rapid Assessment to OBs/CDU unit development, numerous Revenue Cycle initiatives to ACO program development and organizational redesigns
- Managed Training team to develop and deliver multi-faceted core content to all EHS staff
- Developed outcome measurement and analytic strategies, identification of key metrics and data sources, and established practical data collection and communication plans

Vice President/Sr. Director- SCO ACO Operations, Network Contracting and Clinical Data Analysis
United HealthCare, Waltham MA.

3/2009-3/2011

- Directed Medicaid and Medicare/Healthplan ACO/Senior Care Options operations, including enrollment/eligibility, patient service/care coordination delivery, compliance and state and federal interfaces
- Executed on provider network development, contracting and servicing for all Massachusetts healthcare providers
- Managed business intelligence teams supplying network management and medical expense reporting and analysis
- Lead Six Sigma initiatives implementing cross-functional Lean Processes resulting in higher quality clinical and business outcomes, multi-million dollar savings & revenue opportunities

Vice President- Process Engineering and Operations Design

Fidelity Investments, NH & MA

11/2005-3/2009

- Evolved Enterprise-wide process design, developing methodology, organizational design, metrics, governance tools and tactical execution plans increasing speed to market, decreasing cost per participant and improving product line profitability by 10%
- Identified faulty/missing organizational and enabling IT structures across the company; implemented corporate wide Six Sigma process improvements resulting in resource cost avoidance and improved straight through processing
- Transformed Quality Assurance by flattening roles and increasing reusable work processes. Resulted in 20% headcount reduction, decreased cycle time 30% and increased quality execution for products including Health & Welfare, Payroll, Talent Management, Defined Benefits and Defined Contribution products

Director of Physician Operations and Information Technology

Foundation Medical Partners at Southern NH Medical Center, Nashua, NH

1/2002-11/2005

- Accountable for \$10 million multi-specialty Physician operations P&L, increasing revenue by 10% while decreasing operational budgets by 5%
- Provided leadership and mentoring to more than 30 multi-specialty physicians and 12 multi-site Practice Managers and associated staff.
- Expedited selection and on-time, on-budget implementation of 200 user, multi-site Practice Management & Electronic Billing system resulting in improved revenue of more than \$1M within the first year post implementation
- Led the selection and ongoing implementation of a 350 user, multi-site application and wireless technology to provide Electronic Health Records (EHR/EMR) throughout the continuum of care within a Health System comprised of a 200-bed hospital, 150+ medical providers in 38 multi-specialty practices
- Selected and deployed Dragon Voice Recognition technology for dictation/ transcription for medical providers resulting in \$10,000 in annual savings per medical provider

Vice President, Professional Services

Workscape, Framingham, MA.

11/1999-11/2001

- Designed and managed 100 person Product Implementation Teams and corporate Project Management Office delivering 90% of IT projects on time, scope and budget
- Instituted cross-functional workgroups with Sales, Product development, QA, PM and Implementation resulting in high-functioning teams requiring fewer members while instituting margin-increasing, repeatable best practices
- Responsible for top 5 strategic client base, including General Motors and Daimler Chrysler providing exemplary customer support for enterprise-wide Healthcare portal products servicing over 370,000 participants via an ASP model

Service Delivery Executive (Consultant)

Keane, Inc., Bedford, NH

1/1999-11/1999

- Partnered in strategic planning with CIO, COO and CEOs at key client sites. Specifically targeting NH state government and healthcare organizations for business development, providing executive level expertise focused on opportunity expansion and proposal production
- As Practice Manager for CRM (Customer Relationship Management), developed a sales and service strategy to support the development and integration of CRM into a variety of industries

Executive Director, State of NH

Community Support Network Inc., Concord, NH

12/1997-1/1999

- Creatively challenged the direction of the statewide Board of Directors while reforming and supporting agendas to match strategic plans for \$120 million collaborative of 12 non-profit agencies supplying services and support to people with developmental disabilities; financially supported through Medicaid and matching state funded programs
- Provided individual executive mentoring to the 15 member CEO Board to help ensure the institution of their statewide strategic plans

Vice President of Insurance Operations

8/1986-12/1997

Consolidated Group, Inc. / HealthPlan Services, Framingham, MA.

- Developed business units and led staff of 500+ associates located in 6 culturally diverse offices nationwide including HR, Call Centers, Claims Processing, Enrollment and Systems development for Medical, Dental, Life, STD, LTD and specialized gap insurance products
- Conducted due diligence activities for mergers and integration of acquisitions through employee “culturalization” and best practices
- Instituted shared goals, performance metrics and unit cost reporting resulting in 30% savings in operations
- Demonstrated consistent net improvement of 15% annually of all financial and business goals. Led the design and implementation of several leading edge technologies, applications and process improvements, realizing financial and work-process efficiencies of over 40% from previous year
- Led the acquisition of a \$550 million block of business while managing the opening of two new sites and closure of two others. Hired and trained over 100 new employees within three months while reducing transaction turnaround time from 4 weeks to 5 days. Dealt with closure issues including relocation of accounts and employee layoffs while providing uninterrupted and high satisfaction customer services
- Incorporated a \$35 million block acquisition, including transformation of a new office of 60 employees. In a turnaround move, improved service levels from substandard to exceptional within 60 days while relocating office to a new site

Educational / Affiliations

- BS Organizational Management, Magna Cum Laude, Daniel Webster College
- Masters student-MS Organizational Leadership, Southern NH University
- Certified Six Sigma Black Belt, Proficient in Lean
- Certified Process Master: Dr. Michael Hammers coursework (Prof. MIT)
- Proficient in Word, Excel, PowerPoint, Outlook, Project, Visio and many other IT tools
- Founder, Board Chair and Vocalist with the Bedford Big Band www.BedfordBigBand.com , 1997-2013
- Board of Directors - Girls Inc. NH www.girlsinnewhampshire.org, 2009-2013, Board Chair 2011-2012
- 2013 Woman of Achievement award winner- Girls Inc. National non-profit supplying programs for girls 6-18

Elin Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|---|
| 2012 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Chief Operating Officer/Chief Financial Officer</u>
Oversee all program and fiscal management of multi-corporate, multi-state entity. |
| 1994 – 2012 | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate |

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

FREDERICK THOMAS ROBERGE

EDUCATION

New Hampshire College, Manchester NH
School of Human Services
Bachelor of Science, 1983

Saint Mary's University, Halifax, Nova Scotia
Sociology-Geography Major 1978-1980

WORK EXPERIENCE

Vice President 1997- Present

Easter Seals of NH, ME, NY, RI, VT.
Responsible for Agency Transportation
Services. Executive Management Team

Director 1988-1997

Assistant Director 1987-1988

Administrative Assistant/ Dispatcher 1984 – 1987

Driver /Guide/Case Manager 1980 – 1984

Summary:

Management and oversight of community transportation services in NH, ME, NY, VT and RI. Direct oversight of STS which employs 160 staff as Drivers, Monitors, Dispatchers, Mechanics and Maintenance Technicians, Billing/Clerical Support, and Administration, and operates a fleet of over 100 specially equipped vehicles.

RELATED EXPERIENCE

**NH State Coordinating Council for Community
Transportation** 2007-Present -Chair

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007

AWARDS

1989, 1992 Presidents Award for Exceptional Service
1990 Manager of the Year, Easter Seals NH
1992 Outstanding Service award presented by NHTA
1993 Exceptional service award American Red Cross
2010 SCC Certificate of Recognition

Contractor Name: Easter Seals NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$ 352,452	0.00%	\$ 0
Susan Ryan	COO	\$ 160,000	0.00%	\$ 0
Elin Treanor	Chief Financial Officer	\$ 240,000	0.00%	\$ 0
Frederick Roberge	VP Special Transit Services	\$ 110,267	0.00%	\$ 0

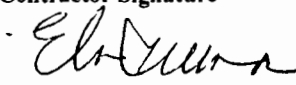
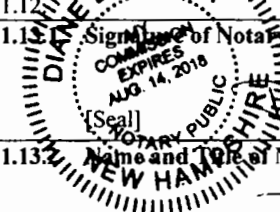
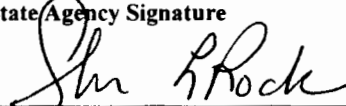
Subject: Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3462	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$107,788.75
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 Elin Treanor, CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/15/14</u> , 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.			
1.14 Signature of Notary Public or Justice of the Peace  Diane L. Boulay			
1.15 Name and Title of Notary or Justice of the Peace Diane L. Boulay, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockton 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: <u>Mike Brown</u> On: <u>5/29/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: ET
Date: 5/15/2004

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: *ET*
Date: *5/11/04*

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 services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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



Exhibit A

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: EA
 Date: 5/15/2014



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: *es*
 Date: *5/15/04*



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: ET
 Date: 5/15/2014



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Contractors Initials: *ES*
 Date: *5/11/2014*

Exhibit A-1
July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05

Contractors name: Easter Seals New Hampshire

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation Services	Hillsborough	Manchester, Bedford, Litchfield and Goffstown
Transportation Services	Rockingham	Auburn
Transportation Services	Merrimack	Hooksett

Contractors Initials: ES
Date: 5/15/14



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials ET
 Date 1/11/14



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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5/11/2011



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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5/15/2014

Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015

EASTER SEALS NEW HAMPSHIRE, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	6,833	160,000	\$ 107,788.75



SPECIAL PROVISIONS

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

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

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5/15/2014



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

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

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



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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5/11/2014



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:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$15,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5/15/2004

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Easter Seals NH, Inc

5/15/2014
Date

[Signature]
Name: Ellen Treanor
Title: CFD



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: *Easter Seeds, NH, Inc*

5/15/2014
Date

Elin Treador
Name: *Elin Treador*
Title: *CFD*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Easter Seals NH, Inc*

Date *5/15/2014*

Elin Treanor
Name: *Elin Treanor*
Title: *CFO*



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: *Easter Seals NH, Inc*

Date *5/11/2014*

Elin Treanor
Name: *Elin Treanor*
Title: *CEO*



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Grove Street, North Conway, NH, 03860.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on November 18, 2014, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$651,128.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

6/5/15
Date

[Signature]
Diane Langley
Director

Gibson Center for Senior Services, Inc.

4/24/15
Date

[Signature]
NAME
TITLE

Acknowledgement:

State of NH, County of Carroll on Apr. 24, 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

[Signature]
Name and Title of Notary or Justice of the Peace

**KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018**



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

[Signature]
Name: Megan A. Yarb
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:



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

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

The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker.

The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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Nutrition and Transportation Services



Exhibit B Amendment #1

- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials JAF
Date 4/24/15

Exhibit B-4

Contractor Name: Gibson Center for Senior Services

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	17,000	na	\$93,500.00	4,250		\$23,375.00
	Title III C-2 Home Delivered Meals	24,000	48,000	\$130,800.00	6,000	12,000	\$32,700.00
	Title IIIB Transportation	2,250	20,000	\$25,687.50	563	5,000	\$6,426.25
	Title XX Home Delivered Meals	7,450	10,891	\$39,399.80	1,863	2,723	\$9,852.45

Contractors Initials: DAF
Date: 4/24/15



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;

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 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.



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

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

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

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

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

Exhibit G

Contractor Initials

DAF

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

4/24/15
Date

Deborah A. Fawcett
Name: Deborah A. Fawcett
Title: President

Exhibit G

Contractor Initials DAF

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

Date 4/24/15

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 GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire nonprofit corporation formed October 10, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

1. Charles Macomber, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1 I am a duly elected Officer of Gibson Center for Senior Services, Inc.
(Agency Name)

2 The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Nov. 18, 2014:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24th day of April, 2015.
(Date Contract Signed)

4 Deborah Fauver is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)
Charles Macomber, Vice President

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 24th day of April, 2015.

By Charles Macomber
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2015

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 Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Andrea Nicklin, AAI PHONE (A/C, No, Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: anicklin@chalmersinsurancegroup.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Acadia Insurance Company 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655	

COVERAGES CERTIFICATE NUMBER: 15/16 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA0011316-31	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA0011366-32	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Liab Broadening \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA0011368-31	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	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	WCA0018862-30	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Evidence of Insurance

CERTIFICATE HOLDER State of New Hampshire NH Department of Health & Human Services Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE A Nicklin, AAI/ANDREA <i>Andrea Nicklin</i>
--	---

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PO Box 655 • 14 Grove St. • North Conway, New Hampshire 03860-0655
603-356-3231 • Fax: 603-356-0100 • www.gibsoncenter.org

The mission of the Gibson Center for Senior Services is to offer programs that enable seniors in New Hampshire's Northern Carroll County to live independently and actively, with purpose and dignity.

**GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE**

Consolidated Financial Statements

June 30, 2014 and 2013

and

Independent Auditor's Report

**GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2014 and 2013**

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INDEPENDENT AUDITOR'S REPORT

To the Finance Committee and Board of Directors
Gibson Center for Senior Services, Inc. and Affiliate

We have audited the accompanying consolidated financial statements of the Gibson Center for Senior Services, Inc. (a nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gibson Center for Senior Services, Inc. and Affiliate as of June 30, 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

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Joshua Clulley & Company PC

Manchester, New Hampshire
September 2, 2014

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
ASSETS		
Cash and cash equivalents	\$ 134,751	\$ 248,724
Investments	166,778	114,400
Accounts receivable	66,335	48,181
Prepaid expenses	38,339	52,409
Inventory	2,206	2,058
Deposits	500	23,265
Property and equipment, net	2,963,393	2,967,234
New Hampshire Charitable Foundation Restricted Fund	<u>789,180</u>	<u>705,351</u>
TOTAL ASSETS	<u>\$ 4,161,482</u>	<u>\$ 4,161,622</u>
LIABILITIES AND NET ASSETS		
LIABILITIES:		
Accounts payable	\$ 12,272	\$ 20,221
Accrued expenses	15,752	28,945
Deferred income	37,500	37,500
Security deposit payable	11,418	9,587
Mortgage note payable	<u>196,786</u>	<u>211,284</u>
TOTAL LIABILITIES	<u>273,728</u>	<u>307,537</u>
NET ASSETS:		
Unrestricted:		
Undesignated	2,974,881	3,012,831
Board restricted for capital acquisitions	894,409	809,434
Temporarily restricted	<u>18,464</u>	<u>31,820</u>
TOTAL NET ASSETS	<u>3,887,754</u>	<u>3,854,085</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,161,482</u>	<u>\$ 4,161,622</u>

See notes to consolidated financial statements

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	\$ 337,148	\$ 377,046
Town appropriations	50,000	45,352
Contributions	242,375	217,534
Fund raising	113,924	106,855
Rental income	151,887	144,885
Interest and dividend income	6,552	9,406
Other income	59,262	55,322
(Loss) on sale of assets	(5,549)	(20,071)
Net unrealized and realized gains on investments	111,069	73,595
TOTAL UNRESTRICTED REVENUES AND GAINS	<u>1,066,668</u>	<u>1,009,924</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	53,699	121,503
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>53,699</u>	<u>121,503</u>
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	<u>1,120,367</u>	<u>1,131,427</u>
EXPENSES:		
PROGRAM SERVICES:		
Nutrition	438,567	445,247
Transportation	108,577	104,372
Social and Educational	116,044	105,697
Total Program Services	<u>663,188</u>	<u>655,316</u>
SUPPORTING SERVICES:		
Management and general	287,554	255,211
Fund raising	122,600	122,532
Total Supporting Services	<u>410,154</u>	<u>377,743</u>
TOTAL EXPENSES	<u>1,073,342</u>	<u>1,033,059</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>47,025</u>	<u>98,368</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	40,343	84,263
Net assets released from restrictions	(53,699)	(121,503)
(DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(13,356)</u>	<u>(37,240)</u>
INCREASE IN NET ASSETS	33,669	61,128
NET ASSETS, July 1	<u>3,854,085</u>	<u>3,792,957</u>
NET ASSETS, June 30	<u>\$ 3,887,754</u>	<u>\$ 3,854,085</u>

See notes to consolidated financial statements

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**

For the Year Ended June 30, 2014

	Program Services				Supporting Services			Total Expenses 2014
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 221,184	\$ 54,289	\$ 52,749	\$ 328,222	\$ 22,134	\$ 76,562	\$ 98,696	\$ 426,918
Payroll taxes	16,236	3,999	3,749	23,984	1,522	5,703	7,225	31,209
Employee benefits	46,172	6,276	12,037	64,485	9,727	17,136	26,863	91,348
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	33,383	99,401	132,784	549,475
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	867	419	1,286	12,945
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	14,250	362	14,612	25,506
Telephone	564	212	211	987	718	211	929	1,916
Professional services	6,155	1,924	1,924	10,003	7,950	1,924	9,874	19,877
Postage	204	-	-	204	424	207	631	835
Office expenses	3,239	946	886	5,071	2,249	1,667	3,916	8,987
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	48,143	-	48,143	74,378
Repairs and maintenance	20,059	4,671	-	24,730	49,566	-	49,566	74,296
Advertising	-	-	-	-	383	-	383	383
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	185,795	122,600	308,395	961,382
Depreciation expense	-	10,201	-	10,201	101,759	-	101,759	111,960
Total Expenses	\$ 438,567	\$ 108,577	\$ 116,044	\$ 663,188	\$ 287,554	\$ 122,600	\$ 410,154	\$ 1,073,342

For the Year Ended June 30, 2013

	Program Services				Supporting Services			Total Expenses 2013
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 228,789	\$ 54,505	\$ 47,542	\$ 330,836	\$ 17,236	\$ 74,638	\$ 91,874	\$ 422,710
Payroll taxes	17,543	4,062	3,715	25,320	688	5,757	6,445	31,765
Employee benefits	49,742	5,027	11,394	66,163	5,773	15,569	21,342	87,505
Total Salaries and Related Expenses	296,074	63,594	62,651	422,319	23,697	95,964	119,661	541,980
Food	63,627	-	-	63,627	-	-	-	63,627
Direct program expenses	15,098	881	38,285	54,264	107	16,363	16,470	70,734
Vehicle expense	-	15,563	-	15,563	-	-	-	15,563
Travel	13,534	807	-	14,341	1,238	1,074	2,312	16,653
Conferences and training	439	333	-	772	-	-	-	772
Insurance	5,960	2,085	1,784	9,829	12,548	2,094	14,642	24,471
Telephone	806	302	302	1,410	889	302	1,191	2,601
Professional services	5,995	1,864	1,864	9,723	6,597	1,864	8,461	18,184
Postage	135	-	-	135	396	200	596	731
Office expenses	3,265	664	811	4,740	1,419	1,177	2,596	7,336
Public relations/communications	-	92	-	92	-	1,727	1,727	1,819
Special events	-	-	-	-	-	1,767	1,767	1,767
Utilities	19,918	3,985	-	23,903	44,304	-	44,304	68,207
Repairs and maintenance	20,396	4,327	-	24,723	41,115	-	41,115	65,838
Advertising	-	-	-	-	1,736	-	1,736	1,736
Foundation and investment expenses	-	-	-	-	6,391	-	6,391	6,391
Interest expense	-	-	-	-	7,211	-	7,211	7,211
Payments in lieu of real estate taxes	-	-	-	-	14,375	-	14,375	14,375
Total Expenses Before Depreciation	445,247	94,497	105,697	645,441	162,023	122,532	284,555	929,996
Depreciation expense	-	9,875	-	9,875	93,188	-	93,188	103,063
Total Expenses	\$ 445,247	\$ 104,372	\$ 105,697	\$ 655,316	\$ 255,211	\$ 122,532	\$ 377,743	\$ 1,033,059

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash Flows From Operating Activities:		
Cash received from grants and contributions	\$ 621,728	\$ 679,012
Interest income received	407	371
Other income received	386,924	308,182
Cash paid to employees	(441,455)	(406,442)
Cash paid to suppliers	(521,071)	(468,132)
Interest paid	(6,743)	(7,211)
Net Cash Provided by Operating Activities	<u>39,790</u>	<u>105,780</u>
Cash Flows From Investing Activities:		
Distributions from New Hampshire Charitable Foundation	26,781	333,432
Purchases of investments	(52,378)	(225)
Purchases of property and equipment	(113,668)	(379,951)
Net Cash Used for Investing Activities	<u>(139,265)</u>	<u>(46,744)</u>
Cash Flows From Financing Activities:		
Payments on notes payable	(14,498)	(14,029)
Net Cash Used for Financing Activities	<u>(14,498)</u>	<u>(14,029)</u>
Net increase (decrease) in cash and cash equivalents	(113,973)	45,007
Cash and cash equivalents, July 1	<u>248,724</u>	<u>203,717</u>
Cash and cash equivalents, June 30	<u>\$ 134,751</u>	<u>\$ 248,724</u>
Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:		
Increase in net assets	\$ 94,245	\$ 61,128
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided by Operating Activities:		
Contributions from affiliate	(60,576)	
Depreciation	111,960	103,063
Change in Assets held by New Hampshire Charitable Foundation	(110,610)	(76,123)
Loss on sale of assets	5,549	20,071
Changes in operating assets and liabilities:		
(Increase) in accounts receivable	(18,128)	(29,841)
Decrease in contributions receivable		10,000
Decrease in prepaid expenses	14,070	524
(Increase) Decrease in inventory	(148)	627
Decrease in deposits	22,765	24,475
(Decrease) in accounts payable	(7,975)	(2,848)
(Decrease) in accrued expenses	(13,193)	(9,532)
Increase in deferred revenue		4,648
Increase (Decrease) in security deposit payable	1,831	(412)
Net Cash Provided by Operating Activities	<u>\$ 39,790</u>	<u>\$ 105,780</u>

See notes to consolidated financial statements

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended June 30, 2014 and 2013**

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Gibson Center for Senior Services, Inc. (the Organization) was founded on October 1, 1979 and subsequently incorporated on November 15, 1988 as a non-profit organization. The Organization offers an evolving array of programs and services to both active and passive senior residents of Northern Carroll County New Hampshire. The Organization services the needs of senior residents through nutrition programs, transportation programs for the elderly and disabled, and social and educational programs, which are designed to enable them to stay actively involved in their communities.

Affiliate

In May 2005, the Organization established Silver Lake Senior Housing Corporation (the Affiliate), a non-profit organization, for the purpose of acquiring land and buildings located in Madison, New Hampshire. The Affiliate operates a senior residential facility. Prior to the establishment of the Affiliate, all financial transactions relative to the entity were accounted for in the Organization's consolidated financial statements. The operation of Silver Lake Landing began July 22, 2005.

Accounting Policies

The accounting policies of the Gibson Center for Senior Services, Inc. and Affiliate conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. All significant inter-company transactions and balances have been eliminated for the consolidated financial statement presentation. The following is a summary of significant accounting policies.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013

Contributions

The Organization accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services, Materials and Facilities

The Organization receives donated services from a variety of unpaid volunteers assisting with meal deliveries to the elderly and disabled, operations at the thrift shop, and other administrative tasks. No amounts have been recognized in the consolidated financial statements for these donated services because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Additionally, the Organization operates a thrift shop in which all items sold in the shop have been donated. The fair value of the donated goods is indeterminable until time of sale. Revenue recognized pertaining to the operation of the thrift shop for the years ended June 30, 2014 and 2013 was \$67,797 and \$64,003, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statements of functional expenses among the programs and supporting services based on percentage allocations determined by the Organization's management.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments, which consist solely of certificates of deposit with a maturity of greater than ninety days from the date of issuance, are carried at their market value at June 30, 2014 and June 30, 2013. Interest income is reflected in the statements of activities.

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2014 and 2013**

At June 30, 2014 and 2013, the market value of investments consists of the following:

	<u>2014</u>	<u>2013</u>
Certificates of deposit	<u>\$ 166,778</u>	<u>\$ 114,400</u>

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Inventory

Inventory consists of maintenance supplies on hand and is valued at the lower of cost (determined on the first-in, first-out method) or market. Food purchases are recorded as an expense in the period purchased. Food inventory, if any, at year end is not material to the consolidated financial statements.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Land improvements	5-39
Building and improvements	5-40
Equipment and vehicles	3-15
Furniture and fixtures	5-39

Accrued Earned Time

All full-time and part-time employees accrue earned time as they provide services. Earned time is accrued at a rate dependent upon length of service. Earned time may be accrued to a maximum of 26 days. Upon termination of employment, any accrued/unused earned time will be paid at current rates of pay, except for employees who have been employed for less than 90 days.

Bad Debts

The Organization uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2014 and 2013, because management of the Organization believes that all outstanding receivables are fully collectible.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013

Estimates

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

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are carried in the consolidated financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income Taxes

The Organization and its Affiliate have both received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for their exempt function income. In addition, the Organization and its Affiliate are not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Organization and its Affiliate to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Organization and its Affiliate should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Organization and its Affiliates tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization and its Affiliate do not have any material unrecognized tax benefits. As of June 30, 2014, the tax years ending June 30, 2013, 2012 and 2011 remain subject to possible examination by major tax jurisdictions.

During the years ended June 30, 2014 and 2013, the Organization had unrelated business income from advertising, copier fees, and room usage fees. No provision has been made in these consolidated financial statements for accrued unrelated business income taxes as the amount is not material.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Organization and its Affiliate maintain bank deposits at a local financial institution located in New Hampshire. The Organization and its Affiliate's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. Certificates of deposit maintained by the Organization and its Affiliate are also insured by the FDIC up to a total of \$250,000. There were no balances in excess of federally insured limits for the Organization or its Affiliate at June 30, 2014 and 2013.

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013**

NOTE 3--INVESTMENTS

Fair Value Measurements

The Organization and its Affiliate report under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost which approximates fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013

The following tables set forth by level, within the fair value hierarchy, the Organization and its Affiliate's assets at fair value:

Assets at Fair Value as of June 30, 2014

	<u>Level 1</u>
Certificates of Deposit	<u>\$ 166,778</u>

Assets at Fair Value as of June 30, 2013

	<u>Level 1</u>
Certificates of Deposit	<u>\$ 114,400</u>

Investment Valuation and Income Recognition

The Organization and its Affiliate's investments as of June 30, 2014 and June 30, 2013 are stated at fair value. Interest income is recorded on the accrual basis.

NOTE 4--ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Town appropriations	\$ 43,500	\$ 8,500
Fees and grants from governmental agencies	21,182	30,056
Other	1,653	9,625
	<u>\$ 66,335</u>	<u>\$ 48,181</u>

NOTE 5--PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2014 and 2013 is as follows:

	<u>2014</u>	<u>2013</u>
<u>Organization</u>		
Land and land improvements	\$ 382,440	\$ 382,440
Building and building improvements	1,589,521	1,588,901
Equipment and vehicles	194,096	190,095
Furniture and fixtures	63,301	62,301
	<u>2,229,358</u>	<u>2,223,737</u>
Less accumulated depreciation	(653,623)	(603,723)
	<u>\$ 1,575,735</u>	<u>\$ 1,620,014</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Affiliate</u>		
Land and land improvements	\$ 328,600	\$ 328,600
Building and building improvements	1,256,797	1,192,792
Equipment and vehicles	32,460	27,701
Furniture and fixtures	87,998	69,010
	<u>1,705,855</u>	<u>1,618,103</u>
Less accumulated depreciation	<u>(318,197)</u>	<u>(270,883)</u>
	<u>\$ 1,387,658</u>	<u>\$ 1,347,220</u>
 <u>Consolidated</u>		
Land and land improvements	\$ 711,040	\$ 711,040
Building and building improvements	2,846,318	2,781,693
Equipment and vehicles	226,556	217,796
Furniture and fixtures	151,299	131,311
	<u>3,935,213</u>	<u>3,841,840</u>
Less accumulated depreciation	<u>(971,820)</u>	<u>(874,606)</u>
	<u>\$ 2,963,393</u>	<u>\$ 2,967,234</u>

NOTE 6--ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Accrued salaries	\$ 1,402	\$ 16,671
Accrued earned time	14,350	12,274
	<u>\$ 15,752</u>	<u>\$ 28,945</u>

NOTE 7--DEFERRED INCOME

Deferred income represents unearned Town appropriations income of \$37,500 for June 30, 2014 and \$37,500 for June 30, 2013.

NOTE 8--NOTES PAYABLE

At June 30, 2014 and 2013, notes payable consists of the following:

	<u>2014</u>	<u>2013</u>
\$300,000 note payable, secured by property, payable in monthly installments of \$1,770 including interest through July 22, 2025. The variable interest rate on the note is 3.25% through July 22, 2014. Thereafter, the interest rate will change at least annually and be discounted based on the prime rate. The balance of the note is payable in full on July 22, 2025.	<u>\$ 196,786</u>	<u>\$ 211,284</u>

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013**

Following are the maturities of the notes payable as of June 30, 2014:

Year Ending <u>June 30,</u>	<u>Amount</u>
2015	\$ 13,793
2016	15,523
2017	16,035
2018	16,564
2019	17,110
2020-2024	94,400
2025-2026	23,361
	<u>\$ 196,786</u>

NOTE 9--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Capital repairs	\$ 11,124	\$ 1,000
Food bank	6,000	
Flower/Lawn maintenance	1,340	820
Silver Lakes roofing and balcony repairs		30,000
	<u>\$ 18,464</u>	<u>\$ 31,820</u>

NOTE 10--CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2014 and 2013, the Organization received 30% (\$336,097) and 33% (\$376,538), respectively, of its revenues in the form of federal and state nutrition and transportation fees and grants from the State of New Hampshire.

The current nutrition and transportation grant agreement with the State of New Hampshire was extended through June 30, 2015. Revenue is recognized as earned under the terms of the contract on a reimbursement basis through submission of monthly claims reports.

NOTE 11--NEW HAMPSHIRE CHARITABLE FOUNDATION RESTRICTED FUND

The New Hampshire Charitable Foundation, owns, manages and controls funds which may be used for major acquisition and improvement to the Organization's facilities. Funds will be advanced only at the sole and absolute discretion of the Board of Trustees of the New Hampshire Charitable Foundation. The Organization does not have an independent right to demand payment or transfer funds on deposit with the New Hampshire Charitable Foundation.

Pursuant to FASB Accounting Standards Codification (FASB ASC 958-605) entitled "*Transfers of Assets to a Non-for-Profit Organization or Charitable Trust that Raises or Holds Contributions for Others*", the financial activities of assets held by the New Hampshire Charitable Foundation are included

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013**

in the consolidated financial statements of the Organization. Information is not available from the New Hampshire Charitable Foundation to report these assets by level classification for fair value reporting purposes.

The change in asset values for funds held by the New Hampshire Charitable Foundation for the year ended June 30, 2014 and 2013 are as follows:

	<u>2014</u>	<u>2013</u>
Balance at July 1	\$ 705,351	\$ 962,660
Dividend income	6,109	8,919
Realized gain or (loss) on investments	16,322	33,178
Unrealized gain (loss) on investments	<u>94,747</u>	<u>40,417</u>
	117,178	82,514
Investment fees and expenses	<u>6,568</u>	<u>6,391</u>
Total Return - net of investment fees	<u>110,610</u>	<u>76,123</u>
Distributions	<u>(26,781)</u>	<u>(333,432)</u>
Balance at June 30	<u>\$ 789,180</u>	<u>\$ 705,351</u>

NOTE 12--RELATED PARTY TRANSACTIONS

The Gibson Center for Senior Services, Inc. has a management agreement with Silver Lake Senior Housing Corporation, its affiliate. The total fees received by the Gibson Center for Senior Services, Inc. from its affiliate were \$16,800 and \$16,500 for the years ended June 30, 2014 and 2013, respectively.

The Organization and its Affiliate purchase heating oil from a board member with total costs of \$25,332 for the year ended June 30, 2013. The purchases were made as a result of competitive bids and the transactions were properly reported to the New Hampshire Charitable Trust Division of the New Hampshire Attorney General's Office.

During June 2012, the Board approved a contract with a construction company owned by a board member for work to be completed for the Kenison Project. The approved contract was the result of a low bid and was properly reported to the New Hampshire Charitable Trust Division of the New Hampshire Attorney General's Office. During the period of construction, the board member temporarily stepped down from the Board of Directors, until the project was completed. Total costs for the construction work on the Kenison Project performed by the board member's company for the year ended June 30, 2013 was \$340,495.

NOTE 13--CONTINGENCIES

Grants require fulfillment of certain conditions as set forth in the terms of the grant. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2014 and 2013

In the year ended June 30, 2000, the Organization was the recipient of a \$500,000 Community Development Block Grant as a "Target of Assistance" passed through the Town of Conway, New Hampshire. The terms of the grant contain several requirements, including restrictions on the resale of the property for a period of up to twenty years after completion of the grant. Should the Organization fail to comply with the terms of the grant, they may be subject to repayment of the funds.

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 2, 2014, which is the date the consolidated financial statements were available to be issued.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2014

	<u>Gibson Center for Senior Services, Inc.</u>	<u>Silver Lake Senior Housing Corporation</u>	<u>Eliminations</u>	<u>Consolidated Totals</u>
ASSETS				
Cash and cash equivalents	\$ 25,020	\$ 109,731		\$ 134,751
Investments	166,778			166,778
Accounts receivable	67,735		\$ (1,400)	66,335
Prepaid expenses	14,831	23,508		38,339
Inventory		2,206		2,206
Investment in affiliate	1,485,458		(1,485,458)	-
Deposits	500			500
Property and equipment, net	1,575,735	1,387,658		2,963,393
New Hampshire Charitable Foundation Restricted Fund	<u>789,180</u>			<u>789,180</u>
TOTAL ASSETS	<u>\$ 4,125,237</u>	<u>\$ 1,523,103</u>	<u>\$ (1,486,858)</u>	<u>\$ 4,161,482</u>
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	\$ 5,662	\$ 8,010	\$ (1,400)	\$ 12,272
Accrued expenses	15,752			15,752
Deferred income	37,500			37,500
Security deposit payable		11,418		11,418
Mortgage note payable		<u>196,786</u>		<u>196,786</u>
TOTAL LIABILITIES	<u>58,914</u>	<u>216,214</u>	<u>(1,400)</u>	<u>273,728</u>
NET ASSETS:				
Unrestricted:				
Undesignated	3,153,450	1,306,889	(1,485,458)	2,974,881
Board restricted for capital acquisitions	894,409			894,409
Temporarily restricted	<u>18,464</u>			<u>18,464</u>
TOTAL NET ASSETS	<u>4,066,323</u>	<u>1,306,889</u>	<u>(1,485,458)</u>	<u>3,887,754</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,125,237</u>	<u>\$ 1,523,103</u>	<u>\$ (1,486,858)</u>	<u>\$ 4,161,482</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2013

	<u>Gibson Center for Senior Services, Inc.</u>	<u>Silver Lake Senior Housing Corporation</u>	<u>Eliminations</u>	<u>Consolidated Totals</u>
ASSETS				
Cash and cash equivalents	\$ 179,332	\$ 69,392		\$ 248,724
Investments	114,400			114,400
Accounts receivable	49,597	10	\$ (1,426)	48,181
Due from affiliate		30,000	(30,000)	-
Prepaid expenses	29,786	22,623		52,409
Inventory		2,058		2,058
Investment in affiliate	1,424,882		(1,424,882)	-
Deposits	10,500	12,765		23,265
Property and equipment, net	1,620,014	1,347,220		2,967,234
New Hampshire Charitable Foundation Restricted Fund	<u>705,351</u>			<u>705,351</u>
TOTAL ASSETS	<u>\$ 4,133,862</u>	<u>\$ 1,484,068</u>	<u>\$ (1,456,308)</u>	<u>\$ 4,161,622</u>
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	\$ 12,231	\$ 9,416	\$ (1,426)	\$ 20,221
Accrued expenses	28,945			28,945
Due to affiliate	30,000		(30,000)	-
Deferred income	37,500			37,500
Security deposit payable		9,587		9,587
Mortgage note payable		211,284		211,284
TOTAL LIABILITIES	<u>108,676</u>	<u>230,287</u>	<u>(31,426)</u>	<u>307,537</u>
NET ASSETS:				
Unrestricted:				
Undesignated	3,213,932	1,223,781	(1,424,882)	3,012,831
Board restricted for capital acquisitions	809,434			809,434
Temporarily restricted	1,820	30,000		31,820
TOTAL NET ASSETS	<u>4,025,186</u>	<u>1,253,781</u>	<u>(1,424,882)</u>	<u>3,854,085</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,133,862</u>	<u>\$ 1,484,068</u>	<u>\$ (1,456,308)</u>	<u>\$ 4,161,622</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2014

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	\$ 337,148			\$ 337,148
Town appropriations	50,000			50,000
Contributions	212,375	\$ 90,576	\$ (60,576)	242,375
Fund raising	113,924			113,924
Rental income	7,500	144,387		151,887
Interest and dividend income	6,516	36		6,552
Other income	72,659	3,403	(16,800)	59,262
Loss on sale of assets	(5,549)			(5,549)
Net unrealized and realized gains on investments	111,069			111,069
TOTAL UNRESTRICTED REVENUES AND GAINS	<u>905,642</u>	<u>238,402</u>	<u>(77,376)</u>	<u>1,066,668</u>
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	23,699	30,000		53,699
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>23,699</u>	<u>30,000</u>	<u>-</u>	<u>53,699</u>
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	<u>929,341</u>	<u>268,402</u>	<u>(77,376)</u>	<u>1,120,367</u>
EXPENSES:				
PROGRAM SERVICES:				
Nutrition	438,567			438,567
Transportation	108,577			108,577
Social and Educational	116,044			116,044
Total Program Services	<u>663,188</u>	<u>-</u>	<u>-</u>	<u>663,188</u>
SUPPORTING SERVICES:				
Management and general	119,060	185,294	(16,800)	287,554
Fund raising	122,600			122,600
Total Supporting Services	<u>241,660</u>	<u>185,294</u>	<u>(16,800)</u>	<u>410,154</u>
TOTAL EXPENSES	<u>904,848</u>	<u>185,294</u>	<u>(16,800)</u>	<u>1,073,342</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>24,493</u>	<u>83,108</u>	<u>(60,576)</u>	<u>47,025</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	40,343			40,343
Net assets released from restrictions	(23,699)	(30,000)		(53,699)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>16,644</u>	<u>(30,000)</u>	<u>-</u>	<u>(13,356)</u>
INCREASE (DECREASE) IN NET ASSETS	41,137	53,108	(60,576)	33,669
NET ASSETS, July 1	<u>4,025,186</u>	<u>1,253,781</u>	<u>(1,424,882)</u>	<u>3,854,085</u>
NET ASSETS, June 30	<u>\$ 4,066,323</u>	<u>\$ 1,306,889</u>	<u>\$ (1,485,458)</u>	<u>\$ 3,887,754</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2013

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	\$ 377,046			\$ 377,046
Town appropriations	45,352			45,352
Contributions	217,534			217,534
Fund raising	106,855			106,855
Rental income	7,500	\$ 137,385		144,885
Interest and dividend income	9,290	116		9,406
Other income	68,490	3,332	\$ (16,500)	55,322
Loss on sale of assets	(20,071)			(20,071)
Net unrealized and realized gains on investments	73,595			73,595
TOTAL UNRESTRICTED REVENUES AND GAINS	<u>885,591</u>	<u>140,833</u>	<u>(16,500)</u>	<u>1,009,924</u>
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	121,503			121,503
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>121,503</u>	<u>-</u>	<u>-</u>	<u>121,503</u>
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	<u>1,007,094</u>	<u>140,833</u>	<u>(16,500)</u>	<u>1,131,427</u>
EXPENSES:				
PROGRAM SERVICES:				
Nutrition	445,247			445,247
Transportation	104,372			104,372
Social and Educational	105,697			105,697
Total Program Services	<u>655,316</u>	<u>-</u>	<u>-</u>	<u>655,316</u>
SUPPORTING SERVICES:				
Management and general	100,854	170,857	(16,500)	255,211
Fund raising	122,532			122,532
Total Supporting Services	<u>223,386</u>	<u>170,857</u>	<u>(16,500)</u>	<u>377,743</u>
TOTAL EXPENSES	<u>878,702</u>	<u>170,857</u>	<u>(16,500)</u>	<u>1,033,059</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>128,392</u>	<u>(30,024)</u>	<u>-</u>	<u>98,368</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	54,263	30,000		84,263
Net assets released from restrictions	(121,503)			(121,503)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(67,240)</u>	<u>30,000</u>	<u>-</u>	<u>(37,240)</u>
INCREASE (DECREASE) IN NET ASSETS	61,152	(24)	-	61,128
NET ASSETS, July 1	<u>3,964,034</u>	<u>1,253,805</u>	<u>(1,424,882)</u>	<u>3,792,957</u>
NET ASSETS, June 30	<u>\$ 4,025,186</u>	<u>\$ 1,253,781</u>	<u>\$ (1,424,882)</u>	<u>\$ 3,854,085</u>

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2014

Gibson Center for Senior Services, Inc.:

	Program Services			Total Program Services	Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 221,184	\$ 54,289	\$ 52,749	\$ 328,222	\$ 22,109	\$ 76,562	\$ 98,671	\$ 426,893
Payroll taxes	16,236	3,999	3,749	23,984	1,520	5,703	7,223	31,207
Employee benefits	46,172	6,276	12,037	64,485	8,908	17,136	26,044	90,529
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	32,537	99,401	131,938	548,629
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	386	419	805	12,464
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	3,473	362	3,835	14,729
Telephone	564	212	211	987	210	211	421	1,408
Professional services	6,155	1,924	1,924	10,003	2,364	1,924	4,288	14,291
Postage	204	-	-	204	332	207	539	743
Office expenses	3,239	946	886	5,071	1,363	1,667	3,030	8,101
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	7,688	-	7,688	33,923
Repairs and maintenance	20,059	4,671	-	24,730	9,575	-	9,575	34,305
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	64,615	122,600	187,215	840,202
Depreciation expense	-	10,201	-	10,201	54,445	-	54,445	64,646
Total Expenses	\$ 438,567	\$ 108,577	\$ 116,044	\$ 663,188	\$ 119,060	\$ 122,600	\$ 241,660	\$ 904,848

Silver Lake Senior Housing Corporation:

	Program Services			Total Program Services	Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25	\$ 25
Payroll taxes	-	-	-	-	2	-	2	2
Employee benefits	-	-	-	-	819	-	819	819
Total Salaries and Related Expenses	-	-	-	-	846	-	846	846
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	481	-	481	481
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	10,777	-	10,777	10,777
Telephone	-	-	-	-	508	-	508	508
Professional services	-	-	-	-	5,586	-	5,586	5,586
Postage	-	-	-	-	92	-	92	92
Office expenses	-	-	-	-	886	-	886	886
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	40,455	-	40,455	40,455
Repairs and maintenance	-	-	-	-	39,991	-	39,991	39,991
Advertising	-	-	-	-	383	-	383	383
Management fees	-	-	-	-	16,800	-	16,800	16,800
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	-	-	-	-	137,980	-	137,980	137,980
Depreciation expense	-	-	-	-	47,314	-	47,314	47,314
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ 185,294	\$ -	\$ 185,294	\$ 185,294

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2014

Eliminations:

	Program Services			Total Program Services	Supporting Services		Total Supporting Services	Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising		
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(16,800)	-	(16,800)	(16,800)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(16,800)	-	(16,800)	(16,800)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ (16,800)	\$ -	\$ (16,800)	\$ (16,800)

Consolidated Totals:

	Program Services			Total Program Services	Supporting Services		Total Supporting Services	Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising		
Salaries and wages	\$ 221,184	\$ 54,289	\$ 52,749	\$ 328,222	\$ 22,134	\$ 76,562	\$ 98,696	\$ 426,918
Payroll taxes	16,236	3,999	3,749	23,984	1,522	5,703	7,225	31,209
Employee benefits	46,172	6,276	12,037	64,485	9,727	17,136	26,863	91,348
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	33,383	99,401	132,784	549,475
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	867	419	1,286	12,945
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	14,250	362	14,612	25,506
Telephone	564	212	211	987	718	211	929	1,916
Professional services	6,155	1,924	1,924	10,003	7,950	1,924	9,874	19,877
Postage	204	-	-	204	424	207	631	835
Office expenses	3,239	946	886	5,071	2,249	1,667	3,916	8,987
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	48,143	-	48,143	74,378
Repairs and maintenance	20,059	4,671	-	24,730	49,566	-	49,566	74,296
Advertising	-	-	-	-	383	-	383	383
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	185,795	122,600	308,395	961,382
Depreciation expense	-	10,201	-	10,201	101,759	-	101,759	111,960
Total Expenses	\$ 438,567	\$ 108,577	\$ 116,044	\$ 663,188	\$ 287,554	\$ 122,600	\$ 410,154	\$ 1,073,342

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2013

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 228,789	\$ 54,505	\$ 47,542	\$ 330,836	\$ 17,211	\$ 74,638	\$ 91,849	\$ 422,685
Payroll taxes	17,543	4,062	3,715	25,320	686	5,757	6,443	31,763
Employee benefits	49,742	5,027	11,394	66,163	4,921	15,569	20,490	86,653
Total Salaries and Related Expenses	296,074	63,594	62,651	422,319	22,818	95,964	118,782	541,101
Food	63,627	-	-	63,627	-	-	-	63,627
Direct program expenses	15,098	881	38,285	54,264	107	16,363	16,470	70,734
Vehicle expense	-	15,563	-	15,563	-	-	-	15,563
Travel	13,534	807	-	14,341	536	1,074	1,610	15,951
Conferences and training	439	333	-	772	-	-	-	772
Insurance	5,960	2,085	1,784	9,829	2,071	2,094	4,165	13,994
Telephone	806	302	302	1,410	397	302	699	2,109
Professional services	5,995	1,864	1,864	9,723	1,864	1,864	3,728	13,451
Postage	135	-	-	135	306	200	506	641
Office expenses	3,265	664	811	4,740	966	1,177	2,143	6,883
Public relations/communications	-	92	-	92	-	1,727	1,727	1,819
Special events	-	-	-	-	-	1,767	1,767	1,767
Utilities	19,918	3,985	-	23,903	6,503	-	6,503	30,406
Repairs and maintenance	20,396	4,327	-	24,723	8,276	-	8,276	32,999
Foundation and investment expenses	-	-	-	-	6,391	-	6,391	6,391
Total Expenses Before Depreciation	445,247	94,497	105,697	645,441	50,235	122,532	172,767	818,208
Depreciation expense	-	9,875	-	9,875	50,619	-	50,619	60,494
Total Expenses	\$ 445,247	\$ 104,372	\$ 105,697	\$ 655,316	\$ 100,854	\$ 122,532	\$ 223,386	\$ 878,702

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25	\$ 25
Payroll taxes	-	-	-	-	2	-	2	2
Employee benefits	-	-	-	-	852	-	852	852
Total Salaries and Related Expenses	-	-	-	-	879	-	879	879
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	702	-	702	702
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	10,477	-	10,477	10,477
Telephone	-	-	-	-	492	-	492	492
Professional services	-	-	-	-	4,733	-	4,733	4,733
Postage	-	-	-	-	90	-	90	90
Office expenses	-	-	-	-	453	-	453	453
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	37,801	-	37,801	37,801
Repairs and maintenance	-	-	-	-	32,839	-	32,839	32,839
Advertising	-	-	-	-	1,736	-	1,736	1,736
Management fees	-	-	-	-	16,500	-	16,500	16,500
Interest expense	-	-	-	-	7,211	-	7,211	7,211
Payments in lieu of real estate taxes	-	-	-	-	14,375	-	14,375	14,375
Total Expenses Before Depreciation	-	-	-	-	128,288	-	128,288	128,288
Depreciation expense	-	-	-	-	42,569	-	42,569	42,569
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ 170,857	\$ -	\$ 170,857	\$ 170,857

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2013

Eliminations:

	Program Services			Total Program Services	Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(16,500)	-	(16,500)	(16,500)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(16,500)	-	(16,500)	(16,500)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ (16,500)	\$ -	\$ (16,500)	\$ (16,500)

Consolidated Totals:

	Program Services			Total Program Services	Supporting Services			Total Expenses
	Nutrition	Transportation	Social and Educational		Management and General	Fund Raising	Total Supporting Services	
Salaries and wages	\$ 228,789	\$ 54,505	\$ 47,542	\$ 330,836	\$ 17,236	\$ 74,638	\$ 91,874	\$ 422,710
Payroll taxes	17,543	4,062	3,715	25,320	688	5,757	6,445	31,765
Employee benefits	49,742	5,027	11,394	66,163	5,773	15,569	21,342	87,505
Total Salaries and Related Expenses	296,074	63,594	62,651	422,319	23,697	95,964	119,661	541,980
Food	63,627	-	-	63,627	-	-	-	63,627
Direct program expenses	15,098	881	38,285	54,264	107	16,363	16,470	70,734
Vehicle expense	-	15,563	-	15,563	-	-	-	15,563
Travel	13,534	807	-	14,341	1,238	1,074	2,312	16,653
Conferences and training	439	333	-	772	-	-	-	772
Insurance	5,960	2,085	1,784	9,829	12,548	2,094	14,642	24,471
Telephone	806	302	302	1,410	889	302	1,191	2,601
Professional services	5,995	1,864	1,864	9,723	6,597	1,864	8,461	18,184
Postage	135	-	-	135	396	200	596	731
Office expenses	3,265	664	811	4,740	1,419	1,177	2,596	7,336
Public relations/communications	-	92	-	92	-	1,727	1,727	1,819
Special events	-	-	-	-	-	1,767	1,767	1,767
Utilities	19,918	3,985	-	23,903	44,304	-	44,304	68,207
Repairs and maintenance	20,396	4,327	-	24,723	41,115	-	41,115	65,838
Advertising	-	-	-	-	1,736	-	1,736	1,736
Foundation and investment expenses	-	-	-	-	6,391	-	6,391	6,391
Interest expense	-	-	-	-	7,211	-	7,211	7,211
Payments in lieu of real estate taxes	-	-	-	-	14,375	-	14,375	14,375
Total Expenses Before Depreciation	445,247	94,497	105,697	645,441	162,023	122,532	284,555	929,996
Depreciation expense	-	9,875	-	9,875	93,188	-	93,188	103,063
Total Expenses	\$ 445,247	\$ 104,372	\$ 105,697	\$ 655,316	\$ 255,211	\$ 122,532	\$ 377,743	\$ 1,033,059

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2014**

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
Cash Flows From Operating Activities:				
Cash received from grants and contributions	\$ 621,728			\$ 621,728
Interest income received	407			407
Other income received	177,257	\$ 209,667		386,924
Management fees received from affiliate	16,826		\$ (16,826)	-
Cash paid to employees	(441,430)	(25)		(441,455)
Cash paid to suppliers	(417,011)	(104,060)		(521,071)
Interest paid		(6,743)		(6,743)
Cash paid for management fees to affiliate		(16,826)	16,826	-
Net Cash Provided by Operating Activities	<u>(42,223)</u>	<u>82,013</u>	<u>-</u>	<u>39,790</u>
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	26,781			26,781
Purchases of investments	(52,378)			(52,378)
Purchases of property and equipment	(25,916)	(87,752)		(113,668)
Net Cash Used for Investing Activities	<u>(51,513)</u>	<u>(87,752)</u>	<u>-</u>	<u>(139,265)</u>
Cash Flows From Financing Activities:				
Investment in affiliate	(60,576)		60,576	-
Proceeds from parent		60,576	(60,576)	-
Payments on notes payable		(14,498)		(14,498)
Net Cash Used for Financing Activities	<u>(60,576)</u>	<u>46,078</u>	<u>-</u>	<u>(14,498)</u>
Net increase (decrease) in cash and cash equivalents	(154,312)	40,339	-	(113,973)
Cash and cash equivalents, July 1	<u>179,332</u>	<u>69,392</u>	<u>-</u>	<u>248,724</u>
Cash and cash equivalents, June 30	<u>\$ 25,020</u>	<u>\$ 109,731</u>	<u>\$ -</u>	<u>\$ 134,751</u>
Reconciliation of Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Increase in net assets	\$ 41,137	\$ 53,108		\$ 94,245
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Contributions from affiliate		(60,576)		(60,576)
Depreciation	64,646	47,314		111,960
Change in assets held by New Hampshire Charitable Foundation	(110,610)			(110,610)
Loss on sale of assets	5,549			5,549
Changes in operating assets and liabilities:				
(Increase) Decrease in accounts receivable	(18,138)	10		(18,128)
(Increase) Decrease in due from affiliate		30,000	\$ (30,000)	-
(Increase) Decrease in prepaid expenses	14,955	(885)		14,070
Decrease in inventory		(148)		(148)
Decrease in deposits	10,000	12,765		22,765
(Decrease) in accounts payable	(6,569)	(1,406)		(7,975)
Increase (Decrease) in accrued expenses	(13,193)			(13,193)
Increase in due to affiliate	(30,000)		30,000	-
Increase in security deposit payable		1,831		1,831
Net Cash Provided by Operating Activities	<u>\$ (42,223)</u>	<u>\$ 82,013</u>	<u>\$ -</u>	<u>\$ 39,790</u>

**GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2013**

	<u>Gibson Center for Senior Services, Inc.</u>	<u>Silver Lake Senior Housing Corporation</u>	<u>Eliminations</u>	<u>Consolidated Totals</u>
Cash Flows From Operating Activities:				
Cash received from grants and contributions	\$ 679,012			\$ 679,012
Interest income received	371			371
Other income received	167,771	\$ 140,411		308,182
Management fees received from affiliate	15,074		\$ (15,074)	-
Cash paid to employees	(406,417)	(25)		(406,442)
Cash paid to suppliers	(358,406)	(109,726)		(468,132)
Interest paid		(7,211)		(7,211)
Cash paid for management fees to affiliate		(15,074)	15,074	-
Net Cash Provided by Operating Activities	<u>97,405</u>	<u>8,375</u>	<u>-</u>	<u>105,780</u>
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	333,432			333,432
Purchases of investments	(225)			(225)
Purchases of property and equipment	(372,592)	(7,359)		(379,951)
Net Cash Used for Investing Activities	<u>(39,385)</u>	<u>(7,359)</u>	<u>-</u>	<u>(46,744)</u>
Cash Flows From Financing Activities:				
Payments on notes payable		(14,029)		(14,029)
Net Cash Used for Financing Activities	<u>-</u>	<u>(14,029)</u>	<u>-</u>	<u>(14,029)</u>
Net increase (decrease) in cash and cash equivalents	58,020	(13,013)	-	45,007
Cash and cash equivalents, July 1	<u>121,312</u>	<u>82,405</u>	<u>-</u>	<u>203,717</u>
Cash and cash equivalents, June 30	<u>\$ 179,332</u>	<u>\$ 69,392</u>	<u>\$ -</u>	<u>\$ 248,724</u>
Reconciliation of Increase (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
Increase (decrease) in net assets	\$ 61,152	\$ (24)		\$ 61,128
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
Depreciation	60,494	42,569		103,063
Change in assets held by New Hampshire Charitable Foundation	(76,123)			(76,123)
Loss on sale of assets	20,071			20,071
Changes in operating assets and liabilities:				
(Increase) in accounts receivable	(29,831)	(10)		(29,841)
Decrease in contributions receivable	10,000			10,000
(Increase) in due from affiliate		(30,000)	\$ 30,000	-
(Increase) Decrease in prepaid expenses	(1,246)	1,770		524
Decrease in inventory		627		627
(Increase) Decrease in deposits	37,240	(12,765)		24,475
Increase (Decrease) in accounts payable	(9,468)	6,620		(2,848)
(Decrease) in accrued expenses	(9,532)			(9,532)
Increase in due to affiliate	30,000		(30,000)	-
Increase in deferred revenue	4,648			4,648
(Decrease) in security deposit payable		(412)		(412)
Net Cash Provided by Operating Activities	<u>\$ 97,405</u>	<u>\$ 8,375</u>	<u>\$ -</u>	<u>\$ 105,780</u>



PO Box 655 • 14 Grove St. • North Conway, New Hampshire 03860-0655
603-356-3231 • Fax: 603-356-0100 • www.gibsoncenter.org

Gibson Center for Senior Services, Inc. BEAS Contract
Current Board of Directors List

Barbara	Campbell	
Kyler	Drew	
John	Edgerton	
Deborah	Fauver	<i>President</i>
George	Fredette	
Barbara	Holmes	
Joan	Kenney	
Peter	Levesque	
Charles	Macomber	<i>Vice President</i>
Fay	Reilly	
Cathy	Ryan	
William	Sanborn	
Linda	Sorensen	
Patricia	Stell Fleck	<i>Secretary</i>
Jim	Umberger	
Ted	Wroblewski	<i>Treasurer</i>

Silver Lake
SENIOR HOUSING CORPORATION

George M. Cleveland

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Summary

Over 20 years experience in all phases of radio broadcasting, including sales, management, news and on-air work.

Strong public communication skills as emcee, auctioneer, on-site event announcer and interviewer.

With over 3,000 interviews conducted, most at least 20 minutes in length, a decidedly good listener.

Hands on experience with fundraising: development, capital campaigns, and annual appeals.

Solid experience in writing print and broadcast ads, press releases, brochures, stories and ancillary materials.

Extensive marketing/ public relations skills; acted as consultant for numerous non-profits, resort properties, events and theatrical presentations.

Extensive contacts in regional politics, social service agencies, communications and tourism industries.

Full Time Employment Experience

1978-1980: Public Relations Director; Mt. Washington Valley Chamber of Commerce, North Conway, NH.

1980-1985: General Sales Manager; WMWV AM-FM, Conway, NH.

1985-1989: Sales Associate; Pinkham Real Estate, North Conway, NH.

1988-1991: Proprietor; Hammerfall Auctions, Conway, NH.

1992-2000: Program Director & News Hour Host; WMWV/WBNC, Conway, NH.

2000-Present: Executive Director; Gibson Center for Senior Services, North Conway, NH.

Present Responsibilities

Overseeing staff of 15 responsible for day-to-day operations of food & nutrition programs, transportation and social and educational programs serving over 800 participants. Responsible for creating and implementing fundraising programs, grant writing and community relations. Extensive interaction with state and local social service agencies to assure best coordination and use of resources. Works with Administration Director in preparation of annual budget and negotiation of contracts and agreements for services.

Significant Achievements

Extensive fundraising work from Capital Campaign development to local charities and events. A strong believer in an empathetic approach to fundraising.

Member of Capital Campaign Committee for The Barnstormers Theatre's successful one million dollar renovation project.

Helped local and regional non-profits raise over one million dollars in grassroots fundraising

Written numerous articles and press releases for local, national and international publications.

Have won two Golden Mike Awards from NH Association of Broadcasters for Best Public Affairs Program and two Merit Awards for Best Feature Program.

Co-hosted two-hour live national television broadcast on QVC promoting Zeb's General Store and New England products, October 1994. Guest appearance on QVC's Best of New Hampshire broadcast, October 1995. Featured on C-SPAN's "American Presidents" series, August 1999.

Co-producer and performer in "A Visit With President Grover Cleveland", a one-man show presented to schools, tour and civic groups throughout New England.

Member of the Board, The Barnstormers Theatre

Advisor to Mt. Washington Valley Arts Jubilee

Advisor to Mt. Washington Valley Habitat For Humanity

Moderator, Town of Tamworth, NH, 1978-2001 (end of current term)

#####

KENNETH KASLOW



Administration Director: Gibson Center for Senior Services, Inc. N.Conway, NH 5/97-present

Non-profit providing congregate and home delivered meals, transportation and educational programs to elderly and disabled.

- ◆ Hire, evaluate and supervise department heads.
- ◆ Responsible for payroll, taxes, benefits, workers comp and personnel files.
- ◆ Account Receivable, Payable, general ledger, banking, cash control, and financial statements.
- ◆ Budget development and management
- ◆ Maintain compliance with and statistical tracking of federal and state contracts.
- ◆ On site coordinator of computer hardware and software troubleshooting and training.
- ◆ Responsible for daily operation of all programs, communications systems, buildings and grounds, and tenant issues.

Accountant/Financial Manager: Attitash Mountain Service Co. N. Conway, NH 2/96-5/97

Property maintenance, time-share, hotel, restaurant/bar, real estate and public storage company.

- ◆ Supervise Accounts payable, Receivable and Payroll.
- ◆ Prepare departmental (14) and consolidated financial statements.
- ◆ Work with managers to prepare and maintain budgets.
- ◆ Balance and maintain all general ledger accounts.
- ◆ Act as financial consultant for managers.
- ◆ Design and implement cost saving and streamlining procedures.
- ◆ Monitor and manage cash flow.
- ◆ Perform employee performance reviews

Controller: Christmas Farm Inn, Inc. Jackson NH 6/85-2/96

35-room inn, 3 bars, 75-seat banquet facility, two 65-seat restaurants and a convenience store.

- ◆ Multi-division/department general ledger and financial statements.
- ◆ Budgeting, cash flow, sales and occupancy analysis.
- ◆ Providing financial information, analysis and support to managers.
- ◆ Night audit and analysis of general expense accounts.
- ◆ Accounts receivable and payable, payroll and fringe benefit administration.
- ◆ Purchase and supervise operation of all office equipment.
- ◆ Purchase and administer all business insurance policies.

Front Desk: Christmas Farm Inn, Inc. Jackson NH 10/84- 5/85

Assistant Manager: Salem Inn Salem NH 5/80 - 9/84

Supervised daily operation of independent commercial full service 120-room hotel.

- ◆ Hiring, scheduling and supervision of employees.
- ◆ Reducing food and beverage costs.
- ◆ Food, beverage and supply purchasing.
- ◆ Assisted with accounts payable, payroll, and banquet sales.
- ◆ Daily sales reports and bank deposits.

Computer Experience: RDP, MAS 90, Excel, Lotus 123, Word, Access, Data Ease, Publisher, One Write Plus, QuickBooks.

Numerous Sharp, Sweda and NCR mechanical and computerized register systems. Basic experience as a network administrator.

Education: BS Hotel/Restaurant Management from New Hampshire College, 1980.

Professional: Notary Public - My commission expires September 3, 2013.

Sampling Agent/Representative-Transient non-community NH water system 12/91-2/96.

FRANCINE LAMPIDIS

OBJECTIVE: To take a leadership position in managing, developing and enhancing services and programs for the senior community.

Profile:

- Twenty years of social service experience of which eighteen were related to seniors
- Effective trainer and presenter
- Team player with proven leadership skills
- Excellent writing and oral communication skills
- Distinguished record of achievement in community service
- Public relations experience at local and state level

Education:

- Bachelor of Arts, College of New Rochelle, New Rochelle, New York. 1965
Major in English
Minor in Education

Human Services Employment:

Director of Senior Nutrition Program

- Supervised the serving of over half a million meals to approximately seven hundred people a year
- Introduced weekend, emergency meals and pantry meals
- Established the Madison Meal Site in 1987
- Managed the "Ending Hunger Campaign" from 1987- 1993 increasing donations and awareness of hunger among the elderly
- Researched and prepared reports and statistics for two Long Range Planning Projects
- Acted as a liaison to associations, advisory councils and the public through speaking engagements, radio/TV spots, and memberships
- Developed, supported, and advocated for legislative initiatives for senior services
- Performed outreach and case management for elderly citizens and their families
- Recruited, trained and supervised hundreds of volunteers, saving thousands of dollars each year for the Meals on Wheels Program
- Wrote grants to introduce programs and obtain funds for the Nutrition Program
- Facilitated the Growing Wiser Program for the past five years
- Supervised the food service and nutrition office staff

General Employment History:

- 1984 – present: -- Nutrition Director at Gibson Center for Senior Services
- 1983-1984 -- Fuel Assistance Outreach Representative for CAP
- 1980-1983—Elementary Teacher--Texas
- 1979 - 1980 – Nutrition Director of Senior Meals
- 1977- 1979 – Northern Coordinator for RSVP
- 1965 -1977 – Elementary Teacher- New York, Pennsylvania, New Hampshire

Awards:

1995 Woman of Achievement, Business and Professional Women's Organization
1994 Gibson Center for Senior Services, Inc., Employee of the Year

References available upon request

Richard B. Spencer, C.W.C.



EDUCATION: Johnson and Wales University, Culinary Arts Division
Graduated 1982 with Associate of Science in Culinary Arts
Magna cum Laude

Syracuse University
Graduated 1978 with Bachelor of Science in Biology

The Blake Schools
Graduated 1973 with High School Diploma

- DISTINCTIONS:**
- Certified by the American Culinary Federation as a working chef (CWC)
 - Member of Silver Key Honor Society, Johnson and Wales University
 - Certified in Sanitation by American Hotel and Motel Ass. (AHMA)
 - Certified in Supervision with distinction by the AHMA
 - Member of the American Culinary Federation, NH Chapter
 - Member of the Association of Food Journalists
 - Voted 1990 NH ACF Chef of the Year
 - Served as Vice-President, President and Chairman of the Board of ACF
NH Chapter from 1987-1991
 - Taste of NH Chairman 1993

WORK HISTORY:

10/95 - Present The Gibson Center, North Conway, NH
Director of Foodservice. Responsible for purchasing and preparing hot meals for congregate dining and home delivered meals. Supervisory role as well as menu and recipe development.

4/90 - 6/98 Taste of the Mountains Cooking School, Glen, NH
Owner, Director and Chef-instructor of nationally recognized cooking school for amateur and professional cooks and bakers.

4/91 - 10/95 The Darby Field Inn, Conway, NH
Chef de Cuisine of a country inn specializing in light gourmet cuisine.

9/83 - 2/92 The Bernerhof Inn, Glen, NH
Chef de Cuisine from 9/83 - 5/88 and Exec. Chef and General Manager from 5/88 - 2/92. Country Inn specializing in Swiss/Continental cuisine.

5/83 - 9/83

Le Bistrot at Chez Alain, North Conway, NH
Chef de Cuisine of restaurant specializing in authentic Southwestern France cooking.

RELATED WORK: - Writer of "Food for Thought", a weekly food column for The Mountain Ear newspaper 1993 - present.
- Writer and commentator of "Gourmet Corner", a weekly radio commentary of food lore, logic and history on WMWV FM, North Conway. 1984 - 1992.
- Writer of "Gourmet Corner", a weekly column in The Mountain Ear newspaper 1984 - 1992.

**VOLUNTEER
WORK:**

- Teacher/coordinator of Junior ACF Chapter in Mt. Washington Valley
- Food Chairman of Memorial Hospital Open Golf Tournament dinner for 200 persons since 1989.
- Executive chef of Indian and Pilgrim Buffet for the MWV Arts Ass. 1989 and 1990.
- Chef for Project Graduation for Kennet High School, June 1990.
Contributing Chef 1991-1993.
- Food Chairman and Exec. Chef of Arts Jubilee Kick-off dinner for 350 persons at the Eagle Mtn. House, Jackson, NH, June 1986.
- Teaching chef for The Chef and the Child program of the ACF teaching 3rd and 4th graders basic nutritional cooking at Bartlett Elementary School.
- Numerous other contributions to organizations such as AARP, Habitat for Humanity, Center of Hope and other charitable organizations.

PERSONAL:

- Born June 20, 1954
- Married in 1991 to Gena Schnelle Spencer
- Two children, Laura Crawford (b. 1995) and Lucas Michael (b. 1997)

Gibson Center for Senior Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
George Cleveland	Executive Director	\$83, 627 - 15 months	30%	\$25,089
Kenneth Kaslow	Administration Director	\$81, 691 – 15 months	40%	\$32,676
Francine Lampidis	Nutrition Director	\$ 55,695 – 15 months	100%	\$55, 695
Rick Spencer	Food Service Director	\$ 54,423 – 15 months	100 %	\$ 54, 423

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**

This 1st Amendment to the Nutrition and Transportation Services contract (hereinafter referred to as "Amendment #1) dated this 3rd day of November 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 14 Grove Street, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item # 109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS the parties agree to adjust units within State Fiscal Year 2015 within the price limitation.

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

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services



This amendment shall be effective retroactive to September 1, 2014, upon approval.

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

State of New Hampshire
Department of Health and Human Services

11/19/15
Date

[Signature]
Diane Langley
Director

Gibson Center for Senior Services, Inc.

11/7/14
Date

[Signature]
NAME George Fredette
TITLE President

Acknowledgement:

State of New Hampshire, County of Carroll on November 7, 2014,
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 ~~e~~/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary Public or Justice of the Peace

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

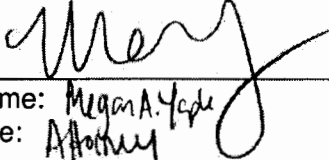
State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services



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

OFFICE OF THE ATTORNEY GENERAL

11/18/14
Date


Name: Megan A. Yerde
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

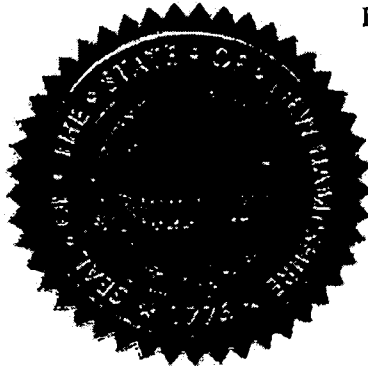
GIBSON CENTER FOR SENIOR SERVICES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	24,000	48,000	\$ 130,800.00
Title XX	7,450	10,891	\$ 39,400.00

Contractors initials: *CS*
 Date: 11/7/14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire nonprofit corporation formed October 10, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Charles Macomber, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Gibson Center for Senior Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Nov. 19, 2013
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of November, 2014.
(Date Contract Signed)

4. George Fredette is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 7th day of November, 2014.

By Charles Macomber, Treasurer
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

Commission Expires: _____



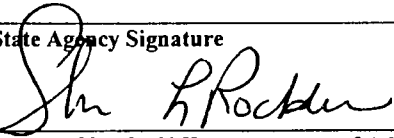
Subject: Nutrition and Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Gibson Center for Senior Services, Inc.		1.4 Contractor Address 14 Grove Street North Conway, NH 03860	
1.5 Contractor Phone Number (603) 356-3231	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$289,387.50
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 George Fredette, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>May 22, 2014</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]			
1.13.2 Name and Title of Notary or Justice of the Peace KENNETH S. KASLOW, Notary Public My Commission Expires August 14, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheryl Rockham 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: <u>M. K. Brown</u> On: <u>5/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: CS
Date: 5/20/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: Crb
Date: 5/20/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
 - 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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



Exhibit A

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

**Exhibit A-1
 July 1, 2014 through June 30, 2015
 Geographic Area Form**

RFP # 14-DHHS-DCBCS-BEAS-05

Contractors's name: Gibson Center for Senior Services _____

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation Services	Northern Carroll	Albany Bartlett Chatham Conway Eaton Jackson Madison
Congregate Meals	Northern Carroll	Albany Bartlett Chatham Conway Eaton Jackson Madison
Home Delivered Meals Title III	Northern Carroll	Albany Bartlett Chatham Conway Eaton Jackson Madison
Home Delivered Meals Title XX	Northern Carroll	Albany Bartlett Chatham Conway Eaton Jackson Madison



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

CV
5/22/14

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	24,000	48,000	\$ 130,800.00
Title XX	8,000	2,000	\$ 39,400.00

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	17,000	\$ 93,500.00

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	2,250	20,000	\$ 25,687.50



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

Exhibit C – Special Provisions

Contractor Initials

CW

Date

5/20/14



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.

GB

5/20/14



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:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

CW
Date 5/20/14

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: *Gibson Center for Senior Services, Inc.*

5/20/14
Date

[Signature]
Name: *George Frodo He*
Title: *President*

Contractor Initials *GF*
Date *5/20/14*



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

George Froloff
Name: George Froloff
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

George Fredette
Name: George Fredette
Title: President




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: *Gibson Center for Senior Services, Inc.*

5/20/14
Date


Name: *George Fredette*
Title: *President*



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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Campbell Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on February 23, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation;

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$3,043,079.55.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



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9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. 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.



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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

5/5/15
Date

[Signature]
Diane Langley
Director

Grafton County Senior Citizens Council, Inc.

April 28, 2015
Date

[Signature]
NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:
State of NH, County of Grafton on April 28, 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

[Signature]
Name and Title of Notary or Justice of the Peace

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

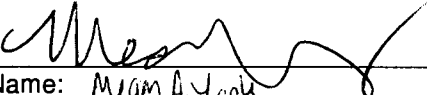


**New Hampshire Department of Health and Human Services
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The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date


Name: Megan A. Yaph
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:



New Hampshire Department of Health and Human Services
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Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A Amendment #1

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title III B for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-4

Contractor Name: Grafton County Senior Citizen's Council, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	68,226		\$375,243.00	17,057		\$93,813.50
	Title III C-2 Home Delivered Meals	61,383	81,467	\$322,147.65	15,346	20,367	\$80,538.20
	Title IIIB Transportation	33,824	234,300	\$366,250.00	8,456	58,575	\$91,562.50
	Title XX Home Delivered Meals	54,819	76,549	\$288,836.85	13,705	19,137	\$72,210.35



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 Contractor's 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.

RQB

4/28/15



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

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

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

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

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

Exhibit G

Contractor Initials RGB

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Grafton County Senior Citizens Council, Inc.

April 28, 2015
Date

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

Exhibit G

Contractor Initials RJB

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire nonprofit corporation formed July 13, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

RGB
4/28/15

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

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

4-28-15
(Date)

Lawrence Kelly
Officer-Title

"No corporate seal."

LAWRENCE A. KELLY
Secretary

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On April 28th, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsey L. Cheney
Notary Public/Justice of the Peace

Date of expiration:

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

RJB
4/28/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2015

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 Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Dellsie	CONTACT NAME: Sandra D. Dellsie PHONE (A/C, No, Ext): 802-295-3329 E-MAIL ADDRESS: sdellsie@kinneypike.com	FAX (A/C, No): 802-296-6126
	INSURER(S) AFFORDING COVERAGE	
INSURED Grafton County Senior Citizens Council Inc - PO Box 433 Lebanon, NH 03766	INSURER A: Hanover Insurance Company	NAIC # 22292
	INSURER B: Riverport Insurance Company	NAIC # 36684
	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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZBV-8862911-04	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		ABV8808402-04	10/25/2014	10/25/2015	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV 8882696-04	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC2883005759-02	11/13/2014	11/13/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER DEPAHEA Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandra D Dellsie</i>
---	---



Supporting Aging in Community

Horse Meadow Senior Center
(N. Haverhill 787.2539)

Linwood Area Senior Services
(Lincoln 745.4705)

Littleton Area Senior Center
(Littleton 444.6050)

Mascoma Area Senior Center
(Canaan 523.4333)

Newfound Area Senior Services
(Bristol 744.8395)

Orford Area Senior Services
(Orford 353.9107)

Plymouth Regional Senior Center
(Plymouth 536.1204)

Upper Valley Senior Center
(Lebanon 448.4213)

Sponsoring

RSVP & The Volunteer Center
(toll-free 877.711.7787)

ServiceLink of Grafton County
(toll-free 866.634.9412)

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

2015-16 Board of Directors

Jim Varnum, *President*

Patricia Brady, *Vice President*

Flora Meyer, *Treasurer*

Larry Kelly, *Secretary*

Ralph Akins

Kesstan Blandin

Chuck Engborg

Clark Griffiths

Dick Jaeger

Michael King

Craig Labore

Mike McKinney

Molly Scheu

Becky Smith

Frank Thibodeau

Tuck Revers Board Fellows

Cesar Breder Chaves

Sintha Rajasingham

Roberta Berner, *Executive Director*

STATEMENT OF PURPOSE

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

GCSCC assumes an advocacy and leadership position with respect to identifying the needs and concerns of older persons and individuals with disabilities and informing the public of such needs.

GCSCC supports the concept of community focal points on aging wherein individuals may obtain access to comprehensive, community based services, and participate in activities that enhance their dignity, support their independence and encourage their involvement in the community.

GCSCC provides specific programs, services and educational opportunities in a variety of settings according to the availability of resources, and will pursue its mission in the most cost effective manner and through collaboration with other organizations.

Programs and services are based upon the following values:

- Older adults and adults with disabilities are individuals and adults with ambitions, capabilities and creative capacities.
- Older adults and persons with disabilities are capable of continued growth and development.
- Older adults and adults with disabilities, like all people, have certain basic needs, including opportunities for relationships and to experience a sense of achievement.
- Older adults and adults with disabilities, like all people, need access to sources of information, help for personal and family problems and the opportunity to learn from individuals coping with similar experiences.
- Older adults and adults with disabilities have a right to make choices and to be part of decision-making processes regarding issues which affect their lives.
- GCSCC will create and maintain a climate of respect, trust and support, and will provide opportunities for all individuals to exercise their skills and develop their potential as experienced adults, within the context of the whole community to which they belong and to which they bring their wisdom, experience and insight.

G:\Word Processing\ GCSCC\Mission.doc.

10 Campbell Street • P.O. Box 433 • Lebanon, NH 03766
phone: 603.448.4897 • fax: 603.448.3906 • www.gcsc.org

*RGB
4/28/15*

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

FINANCIAL STATEMENTS
September 30, 2014 and 2013

SINGLE AUDIT REPORTS
September 30, 2014

RJB
4/28/15

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2014 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2014 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2014 and 2013
See Independent Auditor's Report

ASSETS	<u>2014</u>	<u>2013</u>
CURRENT ASSETS		
Cash, unrestricted	\$ 10,615	\$ 57,311
Cash, board designated	40,340	20,443
Cash, temporarily restricted	19,689	5,364
Investments (at fair market value)	676,149	651,023
Accounts receivable	20,843	23,087
Grants receivable	173,644	194,402
Inventories	23,026	24,491
Prepaid expenses	30,990	9,423
	<u>995,296</u>	<u>985,544</u>
 LAND, BUILDING AND EQUIPMENT, at cost		
Land, buildings and improvements	2,494,394	2,494,394
Equipment	281,936	285,945
Vehicles	451,971	492,901
Construction in progress	3,850	-
Accumulated depreciation	<u>(1,524,139)</u>	<u>(1,411,126)</u>
	<u>1,708,012</u>	<u>1,862,114</u>
 Total Assets	 <u>2,703,308</u>	 <u>2,847,658</u>
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	50,603	45,895
Accrued expenses	114,222	156,703
Deferred revenue	32,408	-
Line of credit	70,000	-
Security deposits	325	325
	<u>267,558</u>	<u>202,923</u>
 NET ASSETS		
Unrestricted		
Operating	(13,808)	105,791
Board designated	571,866	531,340
Investment in fixed assets	<u>1,708,012</u>	<u>1,862,114</u>
	2,266,070	2,499,245
Temporarily restricted	25,057	5,364
Permanently restricted	<u>144,623</u>	<u>140,126</u>
	<u>2,435,750</u>	<u>2,644,735</u>
 Total Liabilities and Net Assets	 <u>\$ 2,703,308</u>	 <u>\$ 2,847,658</u>

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

RGB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENTS OF FUNCTIONAL EXPENSES
 For the year ending September 30, 2014
 (With Comparative Totals for 2013)
 See Independent Auditor's Report

	PROGRAM SERVICES										SUPPORT			MEMORANDUM TOTALS	
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Management and General	Fund Raising	2014	2013					
Salaries and wages	\$ 274,034	\$ 676,610	\$ 83,960	\$ 257,663	\$ 62,114	\$ -	\$ 174,891	\$ 19,432	\$ 1,548,704	\$ 1,501,915					
Payroll taxes	21,886	51,960	6,135	19,549	4,867	-	11,463	1,273	117,133	121,659					
Fringe benefits	10,818	98,199	19,938	39,211	9,183	-	13,016	1,446	191,811	169,841					
Transportation	8,705	49,114	2,411	15,263	7,635	-	2,543	283	85,954	88,796					
Supplies	3,729	110,443	2,715	12,129	1,843	2,362	9,408	1,045	143,674	132,439					
Food and beverages	-	357,055	-	-	-	-	-	-	357,055	330,381					
Donated food and supplies	-	254,465	-	-	-	-	-	-	254,465	216,734					
Rent and utilities	28,990	120,820	1,874	15,869	1,092	-	2,477	275	171,397	155,138					
Vehicle expense	110,401	-	-	-	-	-	-	-	110,401	122,280					
Postage	1,630	8,322	120	1,106	840	43	4,834	536	17,431	16,063					
Repairs and maintenance	20,800	102,528	1,601	4,141	1,707	387	11,004	1,223	143,391	108,688					
Telephone and internet	4,112	15,681	338	3,805	1,015	-	343	38	25,332	24,786					
Professional Fees	-	-	-	654	-	-	21,510	2,390	24,554	25,450					
Bank and investment fees	50	700	-	79	60	20	10,254	354	11,517	9,952					
Dues and subscriptions	106	539	15	269	298	190	1,820	202	3,439	3,368					
Insurance	34,972	62,697	8,433	19,185	4,760	-	7,636	848	138,531	103,759					
Marketing/public relations	305	1,004	57	1,390	53	110	2,647	294	5,860	5,476					
Staff development	1,829	3,504	40	2,639	1,275	730	2,688	298	13,003	12,881					
Printing and copying	181	1,041	16	1,751	290	96	834	93	4,302	9,328					
Volunteer recognition	14	75	2	24	187	1,075	347	38	1,762	2,186					
Miscellaneous expenses	120	882	14	106	237	471	2,635	293	4,758	3,090					
Depreciation	98,253	58,927	945	403	-	-	515	57	159,100	174,535					
Fundraising	8	575	-	-	-	73	2,471	274	3,401	7,263					
Website costs	-	-	-	-	-	-	2,088	232	2,320	3,597					
Other program expenses	-	1,349	-	10,832	1,244	2,930	698	77	17,130	13,365					
Senior activity expense	17	216	-	-	-	51,004	-	-	51,237	52,457					
Total Expenses	\$ 620,960	\$ 1,976,706	\$ 128,614	\$ 406,068	\$ 98,700	\$ 59,491	\$ 286,122	\$ 31,001	\$ 3,607,662	\$ 3,415,427					

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

RJB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2014 and 2013, respectively.

C. USE OF ESTIMATES

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

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT PRESENTATION

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

RJB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

Grants receivable as of September 30, 2014 and 2013 consist of the following:

	<u>2014</u>	<u>2013</u>
Federal and State Government Grants	<u>\$173,644</u>	<u>\$194,402</u>

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

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

Depreciation expense recorded by the Council for the years ended September 30, 2014 and 2013 was \$159,101 and \$174,535, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2014 and 2013, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 3, 2015, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

RJB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2014 and 2013

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. The lease expires in June 2017. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$13,797 related to the lease.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$11,976 and \$11,799 related to this lease.

In October 2014 the Council entered into a one-year lease of property in Bristol, New Hampshire. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2014 the Council entered into a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2015. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

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

2015	\$ 42,596
2016	30,983
2017	20,003
2018	16,235
2019	4,200
Thereafter	<u>70,000</u>
	<u>\$ 184,017</u>

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2014:

Federal and State Funded Contracts, Grants and Programs	\$1,902,934
Percentage of Total Support and Revenues	56%

RJB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2014 and 2013

12. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
<u>2014</u>			
Investments	\$ 676,149	\$ 676,149	\$ -
Accounts receivable	20,843	-	20,843
Grants receivable	<u>173,644</u>	<u>-</u>	<u>173,644</u>
	<u>\$ 870,636</u>	<u>\$ 676,149</u>	<u>\$ 194,487</u>
 <u>2013</u>			
Investments	\$ 651,023	\$ 651,023	\$ -
Accounts receivable	23,087	-	23,087
Grants receivable	<u>194,402</u>	<u>-</u>	<u>194,402</u>
	<u>\$ 868,512</u>	<u>\$ 651,023</u>	<u>\$ 217,489</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

13. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2013, 2012, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

4973
4/28/15

Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 3, 2015

Report on Internal Control over Compliance

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

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

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

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

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 3, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE EXPENDITURES OF FEDERAL AWARDS
 Year Ended September 30, 2014

Federal Grantor/Pass-Through Grantor Program or Cluster Title	Federal CFDA #	Federal Expenditures
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the NH Department of Health and Human Services		
AGING-CLUSTER		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 154,510
Title IIIC, Nutrition Services	93.045	<u>337,595</u>
		492,105
Title XX, Social Services Block Grant	93.667	<u>151,557</u>
		<u>643,662</u>
Total US Department of Health and Human Services		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
Title IIA, Retired Senior Volunteer Program (RSVP)	94.002	<u>91,892</u>
US DEPARTMENT ON ADMINISTRATION OF AGING		
Passed through the NH Department of Health and Human Services		
Food Distribution	93.053	<u>90,154</u>
		<u>\$ 825,708</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		

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4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
BOARD OF DIRECTORS
2015/2018

Year/ Committee	Term	Board Member	Year/ Committee	Term	Board Member
		↓			↓
2015-2016 President	3rd 2016	James Varnum	ServiceLink PP & E (chair)	1 st 2016 (unexp. term)	Chuck Engborg
2014-2016 Vice President Governance (chair) Ad Hoc Property Utilization (chair)	1st 2015	Patricia Brady	Finance Facilities (co-chair) Marketing & Development	3rd 2018	Clark Griffiths
2015-2017 Treasurer Chair, Finance	2 nd 2017	Flora Meyer	Facilities (co-chair) Past President (2006-2010)	2nd 2018	Richard G. Jaeger
2015-2017 Secretary Facilities Ad Hoc Property Utilization Governance	2nd 2018	Larry Kelly		1 st 2018	Michael King
Facilities	1st 2016	Ralph Akins		1 st 2018	Craig Labore
PP & E	1 st 2018	Kesstan Blandin	Personnel	2nd 2016	Mike McKinney

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4/28/15

Finance Marketing & development	2 nd 2016	Emily Sands	Finance Facilities Ad hoc property utilization	2 nd 2018	Frank Thibodeau
PP&E Marketing & Development	3 rd 2016	Molly Scheu	Tuck Revers Board Fellow 2015-16		Cesar Breder Chaves
Governance	2 nd 2017	Becky Smith	Tuck Revers Board Fellow 2015-16		Sintha Rajasingham
					Roberta J. Berner Executive Director Grafton County Senior Citizens Council, Inc.

RGB
4/28/15

ROBERTA J. BERNER

Professional Experience

- 1999- **Grafton County Senior Citizens Council** Lebanon, NH
Executive Director (2003-)
- CEO of nonprofit organization that provides a wide range of community-based services for elders in Grafton County, NH: work directly with Board of Directors and Board committees; represent the agency regionally and statewide; primary spokesperson for agency; manage budget of \$4 million, staff of more than 100, volunteer force of 1,000; with the Board direct programmatic, personnel, financial, and other managerial directions and decisions.
- Director of Marketing and Development (1999-2003)**
- Responsible for all private fund development and public relations: capital campaigns, annual fund, grant research and development, market development, annual report, other publications, media liaison; worked closely with Board of Directors and Board committees
- 1995-1998 **Middle Mississippi Girl Scout Council** Jackson, MS
Director of Fund Development and Public Relations
- Responsible for all fund raising and public relations; worked closely with Board of Directors and conducted volunteer trainings
- 1992-1994, 1988-1991 **Mississippi Forestry Association** Jackson, MS
Director of Communications
- Produced quarterly four-color trade magazine; responsible for special projects including music video, media relations, grants development; worked with board committee
- 1987-1998 **Other Professional Contracts & Positions** Jackson, MS
- | | |
|--------------------------------|--|
| Fund Development Officer | Foundation for the Mid South |
| Grants Development Coordinator | City of Jackson |
| Instructor | Department of History, Hinds Community College |
| Arts Education Coordinator | Arts Alliance of Jackson & Hinds County |
| Grants Writer | Tougaloo College, Planetarium, Jackson State Univ. |
| Editor | Mississippi Foundation for Public Broadcasting |
- 1985-1987 **Ohio Regional Association of Concert and Lecture Enterprises (Ohio Arts Presenters Network)** Columbus, OH
Executive Director
- Chief executive of trade organization for presenters of the performing arts, artists, and arts-related agencies; affiliate of Ohio Arts Council
- 1985-1987 **Other Professional Contracts** Columbus, OH
- | | |
|---------------------|----------------------------|
| Publications Editor | Columbus Jewish Foundation |
| | Columbus Museum of Art |
- 1980-1984 **Minnesota Council on Foundations** Minneapolis, MN
Program Associate, Public Programs
- Produced newspaper for private funders and nonprofit organizations in the Twin Cities; planned and executed grants workshops with Foundation Center staff; produced directory of Minnesota foundations

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4/28/15

1978-1980 **Minneapolis Federation for Jewish Service** Minneapolis, MN

Director of Public Relations

- Supported annual \$10 million campaign with media relations, publications development, meeting planning

1974-1984 **Other Professional Contracts & Positions** Minneapolis-St. Paul, MN

Public Information Officer	Sea Grant Program, University of Minnesota
Public Relations Writer	Cardiac Pacemakers, Inc.
Publications Editor	Enablers, Inc.
Instructor	Writing Lab, University of Minnesota
Reporter	Southside News
Teaching Assistant	American Studies, University of Minnesota

1970-1974 **Gainesville Sun** Gainesville, FL

Reporter

- Features writer, news reporter

Education

M.A. American Studies, University of Minnesota 1977
Admitted to doctoral program; concentration: social welfare history

B.A. History, University of Florida 1974
Highest honors, departmental honors, Mortar Board, Danforth nominee

Professional Awards, Honors, Memberships

2014-present	Governor's Commission on Medicaid Care Management, Commissioner
2014	Micah Award, United Valley Interfaith Project
2013-present	Grafton-Coos Regional Coordinating Committee for Community Transportation, Secretary-Treasurer
2013-present	Executive Committee, Upper Valley Public Health Advisory Council
2011	Alumnus of Notable Achievement, Univ. of Minnesota, College of Liberal Arts
2010	Faculty, Institute for Life-Long Learning at Dartmouth
2010, 2011	Faculty, Aging in America Conference (NCOA/ASA)
2009-2015	Board of Directors, Kendal at Hanover; 2013-Chair, Governance Committee
2008-2014	State Coordinating Committee for Community Transportation, NH
2006-2010	President, New Hampshire Coalition of Aging Services
2006-2008	Governor's Task Force on Community Transportation, NH
2007-2014	Lebanon Rotary Club
2005-2006	Leadership New Hampshire
1998-2005	Lebanon Public Library Board of Trustees
2003-2005	CATV Board of Directors
2001-2003	Upper Valley Planned Giving Council, secretary
1995-1998	National Society of Fund-Raising Executives, board of directors, Mississippi chapter
1989, 1993	International Association of Business Communicators, Mississippi awards for best four-color magazine, best communications program
1979-1984	Women in Communications, Inc., Twin Cities Chapter award for best overall communications program, 1984 President, 1982-83 Officer and board member, 1979-1983
1979	National Council of Jewish Federations, outstanding newspaper award
1977, 1978	Minnesota Education Association awards for youth services newsletter

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4/28/15

Carole Zangla

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILIATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

RZB
4/28/15

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank
 - * Responsible for volunteer coordination, marketing, recruiting, outreach, and training
- 2009-2011 - Caledonian-Record
 - *Position ended due to restructuring
- 2010 - Internship with Area Agency On Aging
 - *Worked with the elderly, completed intake, and conducted outreach
- 2008-2012- full-time student–Johnson State College
- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL
 - * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.
- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL
 - *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert’s Rules of Order and public disclosure.
- 2000-2004 Vice-President of Cape Coral Softball – FL
 - *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

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4/28/15

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I can use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Finance

Director

2009 – Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH

Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009

Finance

Manager

2005 –2009

Vermont Public Transportation Association, White River Jct., VT

Responsibilities: Oversee a modular fund accounting system covering a budget in excess of \$10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

**Medicaid Program
Coordinator**
1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

**Medicaid
Assistant**
1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advise from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills as needed. Enter information and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

**Accounts
Payable**
1988 – 1989

The Hitchcock Clinic, Hanover, NH

Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978
Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

RGB
4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 FY 16
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roberta Berner	EXECUTIVE DIRECTOR	71,801.60	83.32%	59,825.09
Carole Zangla *	ASSOCIATE DIRECTOR	41,600.00	20.00%	8,320.00
Betsey Cheney	FINANCE DIRECTOR	43,929.60	83.60%	36,725.15

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

RGB
 4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
FY17
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roberta Berner	EXECUTIVE DIRECTOR	18,309.20	83.22%	15,255.23
Carole Zangla *	ASSOCIATE DIRECTOR	10,608.00	20.00%	2,121.60
Betsey Cheney	FINANCE DIRECTOR	11,200.80	83.60%	9,363.87

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

RJB
4/28/15



Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 17, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Grafton County Senior Citizens Council, Inc., (Vendor #177675), 10 Campbell Street, Lebanon, NH 03766. The vendor provides nutrition and transportation services in Grafton County. The Contractor requested a transfer of funds between the respective budget lines for home delivered meals and transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 60% Federal and 40% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Grafton County Senior Citizens Council Inc. has requested the transfer of funds described above in order to realign the budget to provide additional funding for home delivered meals and mileage for the transportation of clients. The contractor originally anticipated a lower usage of meals and transportation miles, and expects the transfer will provide enough meals and transportation to support the overall client usage for the remainder of the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

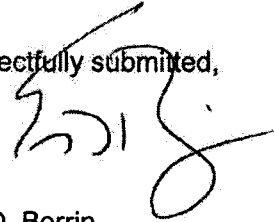
Megan Yapple
NH Department of Justice
Page 2 of 2

Area Served: Grafton County.

Source of Funds: 60% Federal Funds from the Social Services Block Catalog of Federal Domestic Assistance (CFDA) # 93.667 Grant and Administration for Community Living's Special Programs for the Aging-Title III, CFDA #s 93.044 and 93.045 and 40% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric D. Borrin", written over the text "Respectfully submitted,".

Eric D. Borrin
Director



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**

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

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this 4th day of February 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 10 Campbell Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

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

To amend as follows:

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
- 2) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #1.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

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

State of New Hampshire
Department of Health and Human Services

1/17/15
Date

[Signature]
Diane Langley
Director

Grafton County Senior Citizens Council, Inc.

2/5/2015
Date

[Signature]
NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on 2/5/15, 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

[Signature]
Name and Title of Notary or Justice of the Peace

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

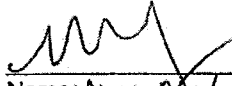


**State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services**

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

OFFICE OF THE ATTORNEY GENERAL

2/23/15
 Date


 Name: Megan D. Yee
 Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

Exhibit B-1 Amendment #1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

Grafton County Senior Citizens Council, Inc.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III C2	61,383	81,467	\$ 322,147.65
Title XX	54,819	76,549	\$ 288,836.85

**Exhibit B-3 Amendment #1
 Transportation Services
 July 1, 2014 through June 30, 2015**

Grafton County Senior Citizens Council, Inc.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III B	33,824	234,300	\$ 366,250.00

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

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

2/5/2015
(Date)

Erin G. Larr
Officer - Treasurer

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On February 5th, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsy L. Cheney
Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 13, 2018

Subject: Nutrition and Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Grafton County Senior Citizens Council, Inc.		1.4 Contractor Address 10 Campbell Street Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4897	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,352,477.50
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Roberta J. Berner</i>		1.12 Name and Title of Contractor Signatory <i>Roberta J. Berner Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/15/14</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]		<i>Betsey L. Cheney</i>	
1.13.2 Name and Title of Notary or Justice of the Peace		BETSEY L. CHENEY NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires June 19, 2018	
1.14 State Agency Signature <i>Sheri Rockburn</i>		1.15 Name and Title of State Agency Signatory <i>Sheri Rockburn Director</i>	
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: <i>Mike Berner</i> On: <i>5/26/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

*RJB
5/15/14*

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.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: RJB
Date: 5-15-14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

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



Exhibit A

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

APPENDIX E

EXHIBIT A-2

July 1, 2014 through June 30, 2015

Grafton County Senior Citizens Council, Inc.

CONGREGATE SITE INFORMATION						
Site Name	Location	Dining Hours	Days of Week M Tu W Th F Sa Su	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Upper Valley Senior Center	10 Campbell St., Lebanon, NH 03766	8 a.m.-3 p.m. open; 12-1 p.m., dining hours	M Tu W Th F	66 congregate (77 home delivered)	1/2/14	4/29/14
Mascoma Area Senior Center	1166 U.S. Route 4, Canaan, NH 03741	8 a.m.-3 p.m. open; 12-1 p.m., dining hours	M Tu W Th F	20 congregate (48 home delivered)	3/24/14	4/29/14
Newfound Area Senior Services	15 Church St., Bristol, NH 03222	12-1 p.m. dining hours	Tu	46 congregate (12 home delivered)	1/17/14	4/2/14
Plymouth Regional Senior Center	8 Depot St., Plymouth, NH 03264	8 a.m.-3 p.m. open, 12-1 p.m., dining hours	M Tu W Th F	70 congregate (79 home delivered)	5/2/14	11/25/13
Linwood Area Senior Services	194 Pollard Road, Lincoln, NH 03251	12-1 p.m., dining hours	M W	46 congregate (53 home delivered)	11/30/13	4/20/14
Littleton Area Senior Center	77 Riverglen Lane, Littleton, NH 03561	8 a.m.-3 p.m., open; 12-1 p.m., dining hours	M Tu W Th F	61 congregate (126 home delivered)	12/9/13	4/20/14
Horse Meadow Senior Center	91 Horse Meadow Road, North Haverhill, NH 03774	8 a.m.-3 p.m., open; Tuesday 8-10 a.m. breakfast; typically 12-1 p.m., dining hours	M Tu W Th F	68 congregate (83 home delivered)	12/21/13	8/16/13
Orford Area Senior Services	Main Street, Orford, NH 03777	12-1 p.m., dining hours	Tu	47 congregate (7 home delivered)	3/7/14	4/29/14



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	60,063	102,807	\$ 322,147.65
Title XX	54,819	76,549	\$ 288,836.85

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	68,226	\$ 375,243.00

**Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015**

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	35,000	200,000	\$ 366,250.00



SPECIAL PROVISIONS

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

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



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

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

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



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5-15-14

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

See attached

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

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

5-15-14
Date

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

Grafton County Senior Citizens Council, Inc.

<p>Administrative Offices 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603)448-4897 (Fax) (603) 448-3906</p>	<p>Roberta Berner, Executive Director rberner@gcsc.org Dana Michalovic, Associate Director</p>
<p>Newfound Area Senior Center Bristol Congregational Church 15 Church Street; PO Box 266 Bristol, NH 03222 (603) 744-8395 Fax (603) 744-9393</p>	<p>Gail Emmons-Shaw, Coordinator gshaw@gcsc.org Outreach Worker -Fran Olson</p>
<p>Horse Meadow Senior Center 91 Horse Meadow Road North Haverhill NH 03774-9998 (603) 787-2539 – 787-6916 (Fax) (603) 787-6919</p>	<p>Deborah Foster, Director dfoster@gcsc.org Outreach Worker – Deborah Whitaker</p>
<p>Linwood Area Senior Center 194 Pollard Road PO Box 461; Lincoln, NH 03251 (603) 745-4705 (Fax) (603)-745-9909</p>	<p>Teasha Camargo, Coordinator tcamargo@gcsc.org Outreach Worker – Phyllis Gonyer (on call)</p>
<p>Littleton Area Senior Center 77 Riverglen Lane Littleton, NH 03561 (603) 444-6050 or 444-1612 (Fax) (603) 444-1612</p>	<p>Carole Zangla, Director czangla@gcsc.org Outreach Worker – Phyllis Gonyer</p>
<p>Mascoma Area Senior Center 1166 U.S. Route 4; PO Box 210 Canaan, NH 03741 (603) 523-4333, 523-9023 (Fax) (603) 523-4334</p>	<p>Sharon Dunbar, Director sdunbar@gcsc.org Outreach Worker - Joan LaPlante</p>
<p>Orford Area Senior Services Congregational Church Main Street; PO Box 98 Orford, NH 03777 (603) 353-9107</p>	<p>Mary Welch, Coordinator Gramm12@myfairpoint.net Outreach Worker – Kappy Scoppettone (on call)</p>
<p>Plymouth Regional Senior Center 8 Depot Street; PO Box 478 Plymouth, NH 03264 (603) 536-1204 or 536-9639 (Fax) (603) 536-2090</p>	<p>Gail Shaw, Director gshaw@gcsc.org Outreach Worker –Ron Johnson</p>
<p>Upper Valley Senior Center 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603) 448-4213 or 448-4216 (Fax) (603)448-0376</p>	<p>Jill Vahey, Director jvahey@gcsc.org Outreach Worker –Kappy Scoppettone</p>
<p>RSVP – 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603) 448-1825 Toll Free 877-711-7787</p>	<p>Teresa Volta, Director rsvp@gcsc.org Volunteer Coordinators: Susan Rossley, Cynthia Sweeney</p>
<p>ServiceLink 10 Campbell Street PO Box 433 Lebanon, NH 03766 603-448-1835, 448-1558 (Fax) 448-6920</p>	<p>Littleton Office: 262 Cottage Street SuiteG61 Littleton, NH 03561 603-444-4498 toll free 1-866-634-9412</p> <p>Dana Michalovic, Director dmichalovic@gcsc.org Jane Conklin, Sally Edson, Carol Dustin, Christine Tschummi, Joan LaPlante–Lebanon Shand Wentworth, Marybeth Donohue, Tammy Hines– Littleton</p>

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 5-15-14



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

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

5-15-14
Date

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



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

5-15-14
Date

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



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: *Grafton County
Senior Citizens Council, Inc.*

5-15-14
Date

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



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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 Main Street, Newmarket, NH, 03857.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on March 16, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation;

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$152,437.20.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.



9. Add Exhibit B-2
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
12. 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

Date 5/5/15

[Signature]
Diane Langley
Director

Lamprey Health Care, Inc.

Date 5/1/15

A. Ashton Savage
NAME Audrey Ashton Savage
TITLE President

Acknowledgement:

State of NH, County of Rodriguez on 5/1/15, 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

[Signature]
Name and Title of Notary or Justice of the Peace

Anita R. Rozeff, Notary Public

My commission expires March 16, 2016



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15

Name: Megan A. Yegor
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: _____



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

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

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	x
Title XX	NA	NA	NA

NA means that service is not applicable to this contract.



Exhibit A Amendment #1

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



New Hampshire Department of Health and Human Services
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Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.
The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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Nutrition and Transportation Services**

Exhibit A Amendment #1

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

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

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker.

The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A Amendment #1

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

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

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title III B for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-2

Contractor Name: Lamprey Health Care, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Funding Source and Service						
Title IIIB Transportation	3,000	138,333	\$67,749.90	750	34,583	\$16,937.40



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.

AAS



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.



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

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

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

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

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

Exhibit G

Contractor Initials AMS

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lamprey Health Care

5/1/2015
Date

A. Ashton-Savage
Name: Audrey Ashton-Savage
Title: President

Exhibit G

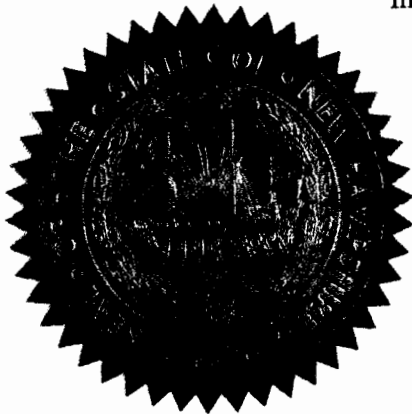
Contractor Initials AAS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Janis Reams, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lamprey Health Care, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 3, 2015:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 1st day of May, 2015.
(Date Contract Signed)

4. Audrey Ashton-Savage is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janis Reams
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 8th day of May, 2015.

By Janis Reams
(Name of Elected Officer of the Agency)

Michelle L. Gaudet
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2011

Client#: 246027

LAMPREYHEA1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2014

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 HUB Healthcare Solutions HUB International New England, LLC 136 Turnpike Road, Suite 105 Southborough, MA 01772	CONTACT NAME: Amanda Keaveney
	PHONE (A/C, No, Ext): 508-303-9470 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: amanda.keaveney@hubinternational.com
INSURED LAMPREY HEALTH CARE, INC. 207 SOUTH MAIN STREET Newmarket, NH 03857	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Indemnity
	INSURER B : Atlantic Charter
	INSURER C :
	INSURER D :
	INSURER E :


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1191125	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COM/OP AGG \$3,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK1191125	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB463239	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA00545402	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$500,000
							E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bureau of Elderly and Adult Services (BEAS) is included as Additional Insured w/ respect to General Liability as required by written contract.

CERTIFICATE HOLDER Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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LAMPREY HEALTH CARE

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

We seek to be a **leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.

Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.

Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.

Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

Our Vision

We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.

We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
We will be a **center of excellence** in service, quality and teaching.

We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.

We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.

We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

We exist to **serve the needs of our patients.**

We value a positive **caring approach** in delivering patient services.

We are committed to **improving the health** and total well-being of our communities.

We are committed to **being proactive** in identifying and meeting our communities' health care needs.

We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**

We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.

We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

LAMPREY HEALTH CARE, INC.
AND
FRIENDS OF LAMPREY HEALTH CARE, INC.
AUDITED CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2014 AND 2013

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on Consolidated Financial Statements

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the balance sheets as of September 30, 2014 and 2013, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

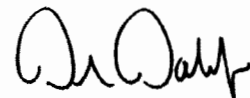
Other Matters

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating statements are fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2014, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. D. Wolf", is located in the lower right quadrant of the page.

Concord, New Hampshire
December 23, 2014

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATED BALANCE SHEETS

SEPTEMBER 30, 2014 AND 2013

ASSETS

	2014	2013
Current Assets:		
Cash and cash equivalents	\$ 1,775,337	\$ 2,141,018
Accounts receivable, less allowance for doubtful accounts of \$231,834 and \$136,707 at September 30, 2014 and 2013, respectively	989,558	697,315
Grants receivable	2,948,605	2,342,884
Other receivables	366,246	285,546
Other current assets	94,731	101,303
Total Current Assets	6,174,477	5,568,066
Assets Limited As To Use	1,946,541	1,983,526
Property And Equipment, Net	8,030,057	8,247,061
TOTAL ASSETS	\$ 16,151,075	\$ 15,798,653

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued expenses	\$ 174,455	\$ 172,258
Accrued salaries and related expenses	947,248	1,004,995
Due to third party payers	73,250	73,250
Deferred revenue	3,125,597	2,547,702
Current maturities of long-term debt	82,770	106,330
Total Current Liabilities	4,403,320	3,904,535
Long-term Debt, Less Current Maturities	2,527,181	2,738,135
Total Liabilities	6,930,501	6,642,670
Net Assets:		
Unrestricted	8,819,133	8,733,063
Temporarily restricted	401,441	422,920
Total Net Assets	9,220,574	9,155,983
TOTAL LIABILITIES AND NET ASSETS	\$ 16,151,075	\$ 15,798,653

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Operating Revenue:		
Patient service revenue	\$ 7,328,236	\$ 6,801,083
Provision for bad debts	(495,147)	(401,602)
Net patient service revenue	6,833,089	6,399,481
Grants, contracts, and contributions, net	4,102,931	3,933,920
Other operating revenue	1,193,248	2,470,950
Net assets released from restriction for operations	8,146	-
Interest income	721	1,879
Total Operating Revenue	12,138,135	12,806,230
Operating Expenses:		
Payroll and related expenses	9,259,609	9,366,421
Other operating expenses	2,296,631	2,495,061
Depreciation	377,986	379,796
Interest expense	128,331	134,376
Total Operating Expenses	12,062,557	12,375,654
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	\$ 75,578	\$ 430,576

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Unrestricted Net Assets:		
Excess of revenue over expenses	\$ 75,578	\$ 430,576
Change in fair value of financial instrument	(2,841)	56,115
Net assets released from restrictions for capital acquisitions	13,333	161,465
Increase in Unrestricted Net Assets	86,070	648,156
Temporarily Restricted Net Assets:		
Contributions	-	68,981
Net assets released from restrictions for operations	(8,146)	-
Net assets released from restrictions for capital acquisitions	(13,333)	(161,465)
Decrease in Temporarily Restricted Net Assets	(21,479)	(92,484)
Change in Net Assets	64,591	555,672
Net assets, beginning of year	9,155,983	8,600,311
NET ASSETS, END OF YEAR	\$ 9,220,574	\$ 9,155,983

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	2014	2013
Cash Flows From Operating Activities:		
Change in net assets	\$ 64,591	\$ 555,672
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Provision for bad debt	495,147	401,602
Depreciation	377,986	379,796
Change in fair value of financial instrument	2,841	(56,115)
Restricted contributions	-	(68,981)
(Increase) decrease in the following assets:		
Patients accounts receivable	(787,390)	(328,009)
Grants receivable	(605,721)	(91,477)
Other receivables	(80,700)	87,224
Other current assets	6,572	8,188
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	2,197	(144,919)
Accrued payroll and related expenses	(57,747)	152,662
Deferred revenue	577,895	90,657
	(4,329)	986,300
Net Cash (Used) Provided by Operating Activities		
Cash Flows From Investing Activities:		
Decrease (increase) in assets limited as to use	36,985	(370,418)
Capital expenditures	(160,982)	(87,494)
	(123,997)	(457,912)
Net Cash Used by Investing Activities		

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Cash Flows From Financing Activities:		
Restricted contributions	-	68,981
Principal payments on long-term debt	<u>(237,355)</u>	<u>(101,527)</u>
Net Cash Used by Financing Activities	<u>(237,355)</u>	<u>(32,546)</u>
Net (Decrease) Increase in Cash and Cash Equivalents	(365,681)	495,842
Cash and Cash Equivalents, Beginning of Year	<u>2,141,018</u>	<u>1,645,176</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 1,775,337</u></u>	<u><u>\$ 2,141,018</u></u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 128,331	\$ 134,376

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lamprey Health Care, Inc. "LHC" is a private non-stock, non-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality based family health and medical services to residents of Southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. "FLHC" is a non-stock, non-profit corporation organized in New Hampshire. FLHC's primary purpose is to support Lamprey Health Care, Inc. FLHC is also the property owner of LHC's Newmarket administrative and program offices. LHC is the sole member of FLHC.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC. These agencies are collectively referred to as "the Organization." All significant intercompany balances and transactions have been eliminated in consolidation.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated each entity's tax position and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. Management believes the Agency is no longer subject to income tax examinations for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

Accounts Receivable

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue and payor mix in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for doubtful accounts. The Organization has not changed its methodology for estimating the allowance for doubtful accounts during the years ended September 30, 2014 and 2013.

A reconciliation of the allowance for doubtful accounts follows:

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$ 136,707	\$ 133,624
Provision	495,147	401,602
Write-offs	<u>(400,020)</u>	<u>(398,519)</u>
Balance, end of year	<u>\$ 231,834</u>	<u>\$ 136,707</u>

The increase in in the allowance for doubtful accounts is primarily related to an increase in the age of the accounts receivable balances due to industry wide delays in state reimbursement and certain managed care providers, particularly related to health care reform.

Assets Limited As to Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the board of directors and donor restricted contributions.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contribution and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets are restricted by donors to be maintained by the Organization in perpetuity. There were no permanently restricted net assets.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to the long-lived assets.

Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicare fiscal intermediary. The Organization's Medicare cost reports have been retroactively settled by the Medicare Administrative Contractor through June 30, 2012.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

- Other payers -- The Organization also has entered into payment agreements with Medicaid, certain commercial insurance carriers, health maintenance Organizations and preferred provider Organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and discounts from established charges.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Organization believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other operating revenue in the year that such amounts become known. The Organization recorded a favorable change from prior year third party cost report estimates amounting to \$26,724 and \$208,822 for the years ended September 30, 2014 and 2013, respectively.

The Organization, as a FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses.

Excess of Revenue Over Expenses

The statement of operations includes excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess of revenue over expenses, consistent with industry practice, include the change in fair value of financial instruments and contributions of long-lived assets (including assets acquired using contributions and grants which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of the following at September 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
United States Department of Agriculture: Rural Development loan agreements	\$ 142,359	\$ 167,094
Designated by the governing board:		
Capital	210,000	210,000
Working capital (federal monies)	507,000	507,000
Transportation	26,882	26,882
Ann Peters health care access	6,085	6,085
ICD-10 implementation	796,082	796,082
Donor restricted:		
Temporarily (Note 6)	<u>258,133</u>	<u>270,383</u>
 Total	 <u>\$ 1,946,541</u>	 <u>\$ 1,983,526</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Land	\$ 1,146,784	\$ 1,138,520
Building and improvements	10,345,448	10,331,023
Furniture and equipment	<u>1,841,962</u>	<u>1,842,019</u>
 Total Cost	 13,334,195	 13,311,562
Less, accumulated depreciation	<u>5,304,137</u>	<u>5,064,501</u>
 Total Property and Equipment, Net	 <u>\$ 8,030,057</u>	 <u>\$ 8,247,061</u>

NOTE 3 PROPERTY AND EQUIPMENT (CONTINUED)

In 2011 the Organization made renovations to certain buildings with Federal grant funding under the ARRA - Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

NOTE 4 LINE OF CREDIT

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2016, with an effective interest rate of 3.25%. The line of credit is secured by all business assets. There was no outstanding balance at September 30, 2014 and 2013, respectively.

NOTE 5 LONG-TERM DEBT

A summary of notes payable at September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Promissory note payable to TD Bank, N.A. See terms outlined below	\$ 958,515	\$ 973,273
A 4.375% promissory note payable to the Rural Development Organization, paid in monthly installments of \$5,000, which includes interest through December 2036. The note is secured by all tangible property owned by the Organization.	850,409	872,676

NOTE 5 LONG-TERM DEBT (CONTINUED)

	<u>2014</u>	<u>2013</u>
A 5.375% promissory note payable to the Rural Development Organization, paid in monthly installments of \$4,949, which includes interest through June 2026. The note is secured by real estate owned by the Organization.	516,396	547,142
A 4.75% promissory note payable to the Rural Development Organization, paid in monthly installments of \$1,892, which includes interest, through November 2033. The note is secured by real estate owned by the Organization.	284,631	293,610
A 6.00% promissory note payable to the Rural Development Organization, paid in monthly installments of \$3,000, which includes interest, through November 2019. The note is secured by real estate owned by the Organization. The note was paid in full in August 2014.	<u>-</u>	<u>157,764</u>
Total Long-term Debt	2,609,951	2,844,465
Less current maturities	<u>82,770</u>	<u>106,330</u>
Long-term Debt Excluding Current Maturities	<u>\$ 2,527,181</u>	<u>\$ 2,738,135</u>

During 2012, the Organization obtained a \$1,000,000 promissory note with TD Bank, N.A. to finance the construction of the medical facility in Nashua, New Hampshire. The note is secured by the real estate. Payments of interest only at 4.25% were due on the note during the construction phase of the note through January 2013, at which time the note converted to a ten year balloon note to be paid at the amortization rate of 30 years with monthly principal payments of \$1,345 plus interest at 85% of the one month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. During 2012, the Organization obtained an interest rate swap agreement for the ten year period that limits the potential rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of \$6,405 and \$3,563 at September 30, 2014 and 2013, respectively.

NOTE 5 LONG-TERM DEBT (CONTINUED)

New Hampshire Health and Educational Facilities Authority (NH HEFA) is participating in the lending for thirty percent of the promissory note, amounting to \$300,000. Under the NH HEFA program, the interest rate on that portion is not subject to the swap agreement and is a variable rate based on 50% of the interest rate charged by the local banking institution, which is 85% of the one month LIBOR rate plus 2.125%.

The Organization is required to meet certain annual minimum covenants as defined in the loan agreement with TD Bank. The covenants were met at September 30, 2014.

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

<u>September 30,</u>	
2015	\$ 82,770
2016	86,453
2017	90,313
2018	94,356
2019	99,144
Thereafter	<u>2,156,915</u>
Total	<u>\$ 2,609,951</u>

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Temporarily restricted for:		
Diabetes	\$ 12,157	\$ 20,303
Capital acquisitions	<u>389,284</u>	<u>402,617</u>
Total	<u>\$ 401,441</u>	<u>\$ 422,920</u>

The composition of temporarily restricted net assets at September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Assets limited as to use	\$ 258,133	\$ 270,383
Property and equipment	<u>143,308</u>	<u>152,537</u>
Total	<u>\$ 401,441</u>	<u>\$ 422,920</u>

NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Medical patient service revenue	\$ 7,315,803	\$ 6,801,083
340B pharmacy revenue	<u>12,433</u>	<u>-</u>
Total Patient Service Revenue	<u>\$ 7,328,236</u>	<u>\$ 6,801,083</u>

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's charity care policy amounted to \$1,484,937 and \$1,787,696 for the years ended September 30, 2014 and 2013, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions and United Way and municipal appropriations.

NOTE 8 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended September 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Program services	\$10,338,279	\$10,572,681
Administrative and general	<u>1,724,278</u>	<u>1,802,973</u>
Total	<u>\$12,062,557</u>	<u>\$12,375,654</u>

NOTE 9 RETIREMENT PLAN

The Organization sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$344,393 and \$361,208 for the years ended September 30, 2014 and 2013, respectively.

NOTE 10 CONCENTRATION OF RISK

The Organization has cash deposits in major financial institutions in excess of \$250,000, which exceeds federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal. The Organization purchases overnight securities backed by the Federal Government on a daily basis. Funds are re-deposited with interest the following business morning.

At September 30, 2014, Medicare represented 15% and Medicaid represented 29% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 11 MALPRACTICE INSURANCE

The Organization is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through December 23, 2014, which is the date the financial statements were available to be issued.

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING BALANCE SHEET

SEPTEMBER 30, 2014

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Current Assets:				
Cash and cash equivalents	\$ 1,230,606	\$ 544,731	-	\$ 1,775,337
Accounts receivable, net	989,558	-	-	989,558
Grants receivable	2,948,605	-	-	2,948,605
Other receivables	366,246	-	-	366,246
Other current assets	94,731	-	-	94,731
Total Current Assets	5,629,746	544,731	-	6,174,477
Assets Limited As To Use	1,860,197	86,344	-	1,946,541
Property And Equipment, Net	5,793,927	2,236,130	-	8,030,057
TOTAL ASSETS	\$ 13,283,870	\$ 2,867,205	\$ -	\$ 16,151,075

LIABILITIES AND NET ASSETS

Current Liabilities:				
Accounts payable and accrued expenses	\$ 174,455	-	-	\$ 174,455
Accrued payroll and related expenses	947,248	-	-	947,248
Due to third party payers	73,250	-	-	73,250
Deferred revenue	3,125,597	-	-	3,125,597
Current maturities of long-term debt	50,176	32,594	-	82,770
Total Current Liabilities	4,370,726	32,594	-	4,403,320
Long-term Debt, Less Current Maturities	1,424,735	1,102,446	-	2,527,181
Total Liabilities	5,795,461	1,135,040	-	6,930,501
Net Assets:				
Unrestricted	7,099,125	1,720,008	-	8,819,133
Temporarily restricted	389,284	12,157	-	401,441
Total Net Assets	7,488,409	1,732,165	-	9,220,574
TOTAL LIABILITIES AND NET ASSETS	\$ 13,283,870	\$ 2,867,205	\$ -	\$ 16,151,075

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING BALANCE SHEET

SEPTEMBER 30, 2013

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Current Assets:				
Cash and cash equivalents	\$ 1,580,568	\$ 560,450	-	\$ 2,141,018
Accounts receivable, net	697,315	-	-	697,315
Grants receivable	2,342,884	-	-	2,342,884
Other receivables	285,546	-	-	285,546
Other current assets	101,303	-	-	101,303
Total Current Assets	5,007,616	560,450	-	5,568,066
Assets Limited As To Use	1,864,232	119,294	-	1,983,526
Property And Equipment, Net	5,919,099	2,327,962	-	8,247,061
TOTAL ASSETS	<u>\$ 12,790,947</u>	<u>\$ 3,007,706</u>	<u>-</u>	<u>\$ 15,798,653</u>

LIABILITIES AND NET ASSETS

Current Liabilities:				
Accounts payable and accrued expenses	\$ 172,258	-	-	\$ 172,258
Accrued payroll and related expenses	1,004,995	-	-	1,004,995
Due to third party payers	73,250	-	-	73,250
Deferred revenue	2,547,702	-	-	2,547,702
Current maturities of long-term debt	47,886	58,444	-	106,330
Total Current Liabilities	3,846,091	58,444	-	3,904,535
Long-term Debt, Less Current Maturities	1,472,529	1,265,606	-	2,738,135
Total Liabilities	5,318,620	1,324,050	-	6,642,670
Net Assets:				
Unrestricted	7,069,710	1,663,353	-	8,733,063
Temporarily restricted	402,617	20,303	-	422,920
Total Net Assets	7,472,327	1,683,656	-	9,155,983
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,790,947</u>	<u>\$ 3,007,706</u>	<u>-</u>	<u>\$ 15,798,653</u>

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF OPERATIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Operating Revenue:				
Patient service revenue	\$ 7,328,236	-	-	7,328,236
Provision for bad debts	(495,147)	-	-	(495,147)
Net patient service revenue	6,833,089	-	-	6,833,089
Rental income	-	227,916	(227,916)	-
Grants, contracts, and contributions, net	4,102,931	-	-	4,102,931
Other operating revenue	1,193,248	-	-	1,193,248
Net assets released from restriction for operations	-	8,146	-	8,146
Interest income	650	71	-	721
Total Operating Revenue	12,129,918	236,133	(227,916)	12,138,135
Operating Expenses:				
Payroll and related expenses	9,259,609	-	-	9,259,609
Other operating expenses	2,500,565	23,982	(227,916)	2,296,631
Depreciation	281,910	96,076	-	377,986
Interest expense	68,911	59,420	-	128,331
Total Operating Expenses	12,110,995	179,478	(227,916)	12,062,557
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	\$ 18,923	\$ 56,655	-	\$ 75,578

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF OPERATIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Operating Revenue:				
Patient service revenue	\$ 6,801,083	-	-	\$ 6,801,083
Provision for bad debts	(401,602)	-	-	(401,602)
Net patient service revenue	6,399,481	-	-	6,399,481
Rental income	-	227,916	(227,916)	-
Grants, contracts, and contributions, net	3,933,920	-	-	3,933,920
Other operating revenue	2,470,950	-	-	2,470,950
Interest income	1,746	133	-	1,879
Total Operating Revenue	12,806,097	228,049	(227,916)	12,806,230
Operating Expenses :				
Payroll and related expenses	9,366,421	-	-	9,366,421
Other operating expenses	2,705,458	17,519	(227,916)	2,495,061
Depreciation	283,720	96,076	-	379,796
Interest expense	71,218	63,158	-	134,376
Total Operating Expenses	12,426,817	176,753	(227,916)	12,375,654
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	\$ 379,280	\$ 51,296	-	\$ 430,576

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Consolidated Totals
Unrestricted Net Assets:				
Excess of revenue over expenses	\$ 18,923	\$ 56,655	-	\$ 75,578
Change in fair value of financial instrument	(2,841)	-	-	(2,841)
Net assets released from restrictions for capital acquisitions	13,333	-	-	13,333
Increase in Unrestricted Net Assets	29,415	56,655	-	86,070
Temporarily Restricted Net Assets:				
Net assets released from restrictions for operations	-	(8,146)	-	(8,146)
Net assets released from restrictions for capital acquisitions	(13,333)	-	-	(13,333)
Decrease in Temporarily Restricted Net Assets	(13,333)	(8,146)	-	(21,479)
Change in Net Assets	16,082	48,509	-	64,591
Net Assets, Beginning of Year	7,472,327	1,683,656	-	9,155,983
NET ASSETS, END OF YEAR	\$ 7,488,409	\$ 1,732,165	\$ -	\$ 9,220,574

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Consolidated Totals
Unrestricted Net Assets:				
Excess of revenue over expenses	\$ 379,280	\$ 51,296	-	\$ 430,576
Change in fair value of financial instrument	56,115	-	-	56,115
Net assets released from restrictions for capital acquisitions	<u>161,465</u>	<u>-</u>	<u>-</u>	<u>161,465</u>
Increase in Unrestricted Net Assets	<u>596,860</u>	<u>51,296</u>	<u>-</u>	<u>648,156</u>
Temporarily Restricted Net Assets:				
Contributions, net	68,981	-	-	68,981
Net assets released from restrictions for capital acquisitions	<u>(161,465)</u>	<u>-</u>	<u>-</u>	<u>(161,465)</u>
Decrease in Temporarily Restricted Net Assets	<u>(92,484)</u>	<u>-</u>	<u>-</u>	<u>(92,484)</u>
Change in Net Assets	504,376	51,296	-	555,672
Net Assets, Beginning of Year	<u>6,967,951</u>	<u>1,632,360</u>	<u>-</u>	<u>8,600,311</u>
NET ASSETS, END OF YEAR	<u>\$ 7,472,327</u>	<u>\$ 1,683,656</u>	<u>\$ -</u>	<u>\$ 9,155,983</u>

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Federal Grantor Pass-through Grantor <u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services			
Direct Programs			
Health Center Cluster	93.224		\$ 2,417,609
Pass-through programs from:			
State of New Hampshire Department of Health and Human Services			
Family Planning	93.217	102-500734/90080203	100,853
Breast and Cervical Cancer Program	93.283	102-500731/90080081	57,750
Temporary Assistance for Needy Families	93.558	502-500891/45130203	29,719
Oral Health	93.991	102-500731/90072003	9,525
Primary Care	93.994	102-500731/90080000	40,151
The Homemakers Health Services			
Bureau of Elderly and Adult Services Grant	93.044	540-800382/14AANHT355	37,001
Dartmouth College			
Model State-Supported Area Health Education Centers	93.107	1382	76,500
Public Health Training Center	93.249	1383	<u>22,500</u>
Total U.S. Department of Health and Human Services			<u>2,791,608</u>
U.S. Department of Transportation			
Pass-through programs from:			
Cooperative Alliance for Seacoast Transportation			
Federal Transit Formula Grant	20.507	NH-90-X176	<u>12,169</u>
Total U.S. Department of Transportation			<u>12,169</u>
Total Expenditures of Federal Awards			<u>\$ 2,803,777</u>

The accompanying notes are an integral part of this schedule.

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., "the Organization", under programs of the federal government for the year ended September 30, 2014. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (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 the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

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. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on 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*

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the balance sheet as of September 30, 2014, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 23, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read 'Dr. Daulton', is located in the lower right quadrant of the page.

Concord, New Hampshire
December 23, 2014

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Lamprey Health Care, Inc. and Friends of Lamprey Health Care, 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 the Organization's major federal programs for the year ended September 30, 2014. The Organization'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 the Organization'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 the Organization'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 the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2014.

Report on Internal Control Over Compliance

Management 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 the Organization'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 the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or 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.

Purpose of this Report

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 "D. D. D.", is located to the right of the text.

Concord, New Hampshire
December 23, 2014

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Section I - Summary of Auditors' Results

A. Financial Statements

1. Type of auditors' report issued	Unmodified
2. Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	None Reported
3. Noncompliance material to financial statements noted?	No

B. Federal Awards

1. Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	None Reported
2. Type of auditors' report issued on compliance for major programs	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	No

C. Major Programs

Health Center Cluster	93.224
-----------------------	--------

D. Dollar threshold used to distinguish between Type A and Type B programs

\$300,000

E. Auditee qualified as low-risk auditee?

Yes

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended September 30, 2014.

B. Federal Awards

There were no federal awards findings for the year ended September 30, 2014.

Section III - Prior Findings and Questioned Costs

There were no prior financial statement or federal award audit findings for the year ended September 30, 2013.

LAMPREY HEALTH CARE

Board of Directors 2014 - 2015

Audrey Ashton-Savage

(President)
Term Ends 2015

George D. Donovan, Jr.

(Vice President)
Term Ends 2016

Carol LaCross

(Treasurer)
Term Ends 2015

Janis Reams

(Secretary)
Term Ends 2016

Elizabeth Crepeau

Immediate Past President
Term ends 2015

Thomas "Chris" Drew

Term Ends 2016

**Raymond
Goodman, III**

Term ends 2016

Frank Goodspeed

Term Ends 2017

Mark E. Howard, Esq.

Term Ends 2017

Amanda Pears Kelly

Term Ends 2017

Michael Merenda

Term Ends 2015

Gregory A. White, CPA

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH

2013 to present

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA

2009 to 2013

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a \$42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH

1999 to 2009

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.
- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.

Gregory A. White, CPA

- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA 1993 to 1998

Controller 1997 to 1998

Accounting Manager 1995 to 1997

Senior Accountant/Analyst 1993 to 1995

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of \$5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA 1990 to 1993

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Gregory A. White, CPA

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

SANDRA KNORR PARDUS

EXPERIENCE

**Chief Fiscal Officer/Chief Information Officer
Lamprey Health Care, Inc., Newmarket, NH**

April 1981 to Present

- Facilitated the operational planning and budgeting and implementation for \$12+ million Federally Qualified Health Center (FQHC). Net income was within 1% of budget for all years.
- Negotiated financing for the construction of eight medical/administrative facilities.
- Raised funds and implemented Electronic Health Record for four medical sites.
- Implemented Health Information Exchange for network of 10 FQHC's
- Played key role in discussion with New Hampshire's Department of Health and Human Services (DHHS) to insure adequate APM reimbursement for FQHC's in State of NH including the development of an FQHC billing manual.
- Led Accounting and IT Departments in the screening and hiring of audit professionals for 403B, annual and Security audits.
- Negotiated with managed care companies on contracts for commercial and Medicaid managed care.
- Researched and implemented 403B vendors with focus on performance and compliance.
- Developed an analysis of needs and possible vendors for insurance services, moving business to an A+ broker with a cost savings of 10%.
- Centralized purchasing role for the agency, standardizing supplies ordered with savings of 15%.
-

Network Information Officer

Community Health Access Network

July 1996 to present

- Instrumental in the formation of a Health Center Controlled Network (HCCN), Community Health Access Network (CHAN), to standardize clinical operations between 10 FQHC's.
- Led the implementation of EHR at 10 member sites.
- Played key role in a major security upgrade to the CHAN infrastructure.
- Assisted in the development of standards for HCCN's through a Health Resources and Services Administration (HRSA) funded program focused on the expansion of HCCN's.

PROFESSIONAL

MEMBERSHIP

National Association of Community Health Centers
Health Information and Management Systems Society

COMMITTEES

Bi-State Primary Care Association Finance Committee
Health Information and Management Systems Society Davies Award
Committee

TRAININGS AND EDUCATION

Boston University, Boston, MA
Master of Business Administration

Information Systems Concentration, June 1991

University of New Hampshire, Durham, NH
Bachelor of Science, 1981

Harvard School of Public Health
Leadership Strategies for Information Technologies in Health Care, 2011

National Association of Community Health Centers (NACHC)
NACHC Financial and Operations Training Level 1, 2 and 3

AWARDS

2008 **HIMMS Davies Award of Excellence** was awarded to CHAN and Lamprey Health Care for their excellence in the implementation and value of health information technology and electronic health records (EHR).

2006 **Jeffrey T. Latman Award for Leadership in Health Care Finance** to Sandra Pardus by National Association of Community Health Centers for her achievements as an outstanding fiscal officer.

Debora A. Bartley

OBJECTIVE

To obtain an administrative position where I can utilize my technical skills, managerial experiences and multitasking abilities.

WORK EXPERIENCE

Director of Community Services

Lamprey Health Care-Newmarket, New Hampshire 1998-Present

- Responsible for the management and budget of the Senior Transportation Program, Portsmouth Area Medication Assistance Program and other community outreach programs that further the mission of Lamprey Health Care.
- Responsible for grant writing, fundraising, and reporting for town and municipal funding to support Community Services programs.
- Outreach to community by participation in information meetings and distribution of materials.
- Act as liaison to various groups and alliances, such as CRN, COAST, and United Way. Responsible for initiating and recognizing important community connections and resources.
- Responsible for leading transportation staff meetings with the Transportation Manager in order to share information from the outside world, set program goals, review policies and procedures, and deal with any staff concerns that may arise.
- Work with Human Resources staff to assure all appropriate training and compliance is met.

Transportation Health Worker

Lamprey Health Care-Newmarket, New Hampshire 1995-1998

- Responsible for organizing transportation appointments for clients
- Transport clients to various destinations including doctors appointments and shopping trips
- Assisted supervisor in office with scheduling transportation/personnel

Office Manager

Bartley's Dozing-Stratham, New Hampshire 1989-1997

- Use Access to create and maintain customer database
- Responsible for accounts payable and accounts receivable

EDUCATION

New Hampshire Community Technical College-Stratham, NH

Office Computer Technology Certificate, May 2001

Web Development Certificate, May 2001

Programming Certificate, May 2001

Cumulative Grade Point Average: 3.92/4.0 index

Related Courses

- Database Design and Management (Microsoft Access)
- Advanced MS Word 2000
- Advanced Worksheets (Microsoft Excel)
- Internet Technologies
- Computer Technologies
- College English
- Web Style and Design
- Web Programming I
- XML
- Web Programming II

COMPUTER SKILLS

Software

- Windows 2000, MS Office 2003, MS Word 2003, MS Access 2003, MS Excel 2003, MS Internet Explorer 5.5, Netscape Navigator 4.7, Adobe Photoshop 5.5, Adobe Photoshop 6.0 Adobe Image Ready, Adobe Acrobat, Fox Pro, MS Outlook Express, MS Outlook 2000, Visual Basic 6

Hardware

- Built a complete personal computer system with Pentium III 550 processor, 20-gigabyte Hard Drive, CD-R. Experience with Lexmark laser jet/inkjet printers.

References provided upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	164,400	0%	0%
Sandra Pardus	Chief Financial Officer	114,700	0%	0%
Debora Bartley	Director of Community Service	50,500	0%	0%

ES



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 4, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Lamprey Health Care, Inc. (Vendor #177677), 207 Main Street, Newmarket, NH, 03857. The vendor provides transportation services in Rockingham and parts of Strafford Counties. The Contractor requested a transfer of funds between the respective budget lines for transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 64% Federal and 36% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

- 5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Lamprey Health Care, Inc. has requested the transfer of funds described above in order to realign the budget to provide additional funding for mileage for the transportation of clients. The contractor originally anticipated a lower usage of transportation miles, and expects the transfer will provide enough transportation to support the overall client usage for the remainder of the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

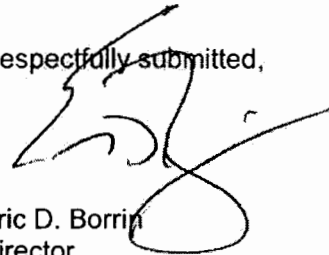
Megan Yapple
NH Department of Justice
Page 2 of 2

Area Served: Rockingham and parts of Strafford Counties.

Source of Funds: 64% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III - Grants for State and Community Programs on Aging, CFDA #93.044, FAIN #14AANHT3SS and 36% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric D. Borrin", written over a circular stamp or mark.

Eric D. Borrin
Director



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract**

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this day of February 24, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 207 Main Street, Newmarket, New Hampshire, 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states, Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 and within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

_____ 3/12/15
Date

State of New Hampshire
Department of Health and Human Services
Diane Langley
Diane Langley
Director

_____ 3/10/15
Date

Lamprey Health Care, Inc.
A. Ashton-Savage
NAME Audrey Ashton + Savage
TITLE President, Board of Directors

Acknowledgement:

State of NH, County of Rockingham on 3/10/15, 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

Michelle L Gaudet
Name and Title of Notary or Justice of the Peace
Michelle Gaudet, Notary

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

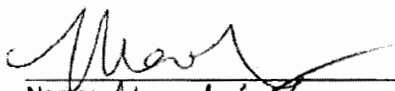


**State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 3/16/15


 Name: Megan A. York
 Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
 Title: _____

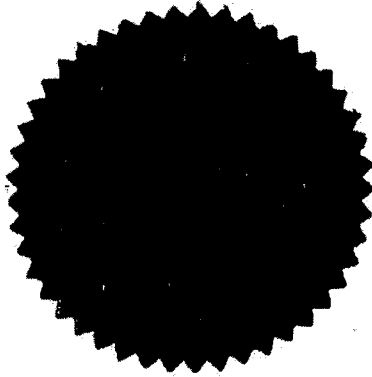
**Exhibit B-1 Amendment #1
 Transportation Services
 July 1, 2014 through June 30, 2015**

Lamprey Health Care, Inc.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III B	3,000	138,333	\$ 67,750.00

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Janis Reams, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Lamprey Health Care, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 3, 2015;
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 6 day of March, 2015.
(Date Contract Signed)

4. Audrey Ashton - Savage is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janis C. Reams
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 6th day of MARCH, 2015.

By Janis Reams
(Name of Elected Officer of the Agency)

Michelle L. Gaudet
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

Client#: 246027

LAMPREYHEA1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2014

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 HUB Healthcare Solutions HUB International New England, LLC 136 Turnpike Road, Suite 105 Southborough, MA 01772	CONTACT NAME: Amanda Keaveney PHONE (A/C, No, Ext): 508-303-9470 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: amanda.keaveney@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: Atlantic Charter INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LAMPREY HEALTH CARE, INC. 207 SOUTH MAIN STREET Newmarket, NH 03867	

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.

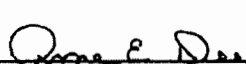
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1191125	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1191125	07/01/2014	07/01/2015	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB463239	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA00545402	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bureau of Elderly and Adult Services (BEAS) is included as Additional Insured w/ respect to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Bureau of Elderly and Adult Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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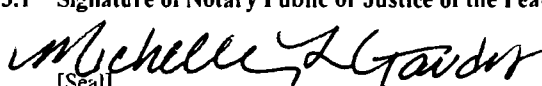
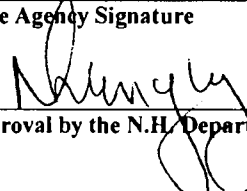
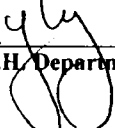
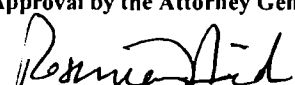
Subject: Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$67,750
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature A. Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton Savage, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/28/14</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] MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Gaudet, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory D. Lancelley, 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: 6-3-14			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: AMS
Date: 5-28-11

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.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

-
- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.
The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

- 10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

- 10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015

LAMPREY HEALTH CARE, INC.			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding Title III B	5,000	80,000	\$ 67,750.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$5,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton SAVAGE
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton SAVAGE
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton SAVAGE
Title: President



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:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton SAVAGE
Title: President



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 76 South Main Street, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$1,822,358.85.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety, 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation 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

Date 5/5/15

Diane Langley
Diane Langley
Director

Newport Senior Center Inc.

Date 4/29/15

Carol A. Hammond
NAME
TITLE President

Acknowledgement:

State of New Hampshire, County of Sullivan on April 29, 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

Wendy A. Callum Notary
Name and Title of Notary or Justice of the Peace

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

[Signature]
Name: Megan A. Yague
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:



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A Amendment #1

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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Nutrition and Transportation Services**

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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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Contractor Name: Newport Senior Center, Inc.

Funding Source and Service	7/1/15-6/30/16			7/1/16-9/30/16		
	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	30,523		\$167,876.50	7,631		\$41,970.50
Title III C-2 Home Delivered Meals	53,502	37,600	\$270,764.70	13,376	9,400	\$67,693.60
Title IIIB Transportation	8,421	12,607	\$77,465.85	2,105	3,152	\$19,364.35
Title XX Home Delivered Meals	58,064	40,730	\$293,829.40	14,516	10,183	\$73,457.50

Contractors Initials: *CAH*
Date: *4/29/15*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

CAH

4/29/15



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

CAH

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

4/29/15



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Newport Senior Center, Inc.

4/29/15
Date

Carol A Hammond
Name:
Title: President

Exhibit G

Contractor Initials

CAH

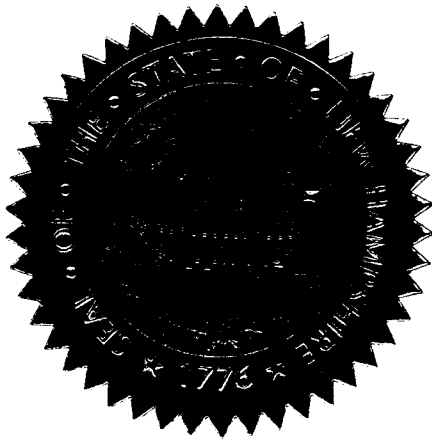
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

4/29/15

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 NEWPORT SENIOR CENTER, INC. is a New Hampshire nonprofit corporation formed September 11, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Larry K. Eaton, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Newport Senior Center, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 1, 2005:
(Date)

RESOLVED: That the President and/or Vice President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of April, 2015.
(Date Contract Signed)

4. Carol Hammond is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Larry K Eaton
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 29th day of April, 2015.

By Larry K. Eaton
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public) Justice of the Peace

(NOTARY SEAL)

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2015

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).

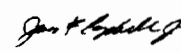
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C. No. Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com	FAX (A/C. No.): 603-357-8491
	INSURER(S) AFFORDING COVERAGE	
INSURED NEWPORT12 Newport Senior Center Inc DBA Sullivan County Nutrition Services 76 South Main Street Newport NH 03743	INSURER A: Marke	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1305967871** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			639797	4/18/2015	4/18/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			639799	4/18/2015	4/18/2016	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			639802	4/18/2015	4/18/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	639800	4/18/2015	4/18/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	Directors & Officers			NDO2554949	4/18/2015	4/18/2016	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of NH 129 Pleasant Street Concord NH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.**

P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773

BRENDA BURNS, Executive Director- (603) 863-5139

MISSION STATEMENT

It is the mission of the Newport Senior Center, Inc. and Sullivan County Nutrition Services...

1. To provide services to the elderly of Sullivan County (N.H.) and to assist them in achieving self-sufficiency, especially for those that are incapacitated.
2. To help older citizens secure maximum independence and dignity in a home environment with the assistance of support services.
3. To locate and identify hard to reach and isolated elderly, on a face-to-face basis, and disseminate information about services that are available.
4. To provide older Americans, particularly those in the greatest social and economic need, with sound nutritional meals and nutrition services, including nutrition education and outreach, in a group setting. To help reduce the isolation of old age.

This mission is carried out through meal, elder support and transportation services as funded by the federal government, state, local communities and the generous support of individual citizens.

Contained in Employee Handbook, Page 3 – Goals & Objectives Section and Revisited Annually

Newport Senior Center, Inc.

Financial Statements
June 30, 2014 and 2013

Newport Senior Center, Inc.
Financial Statements
For The Years Ended June 30, 2014 and 2013

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McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggins, MST, CPA

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Newport Senior Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newport Senior Center. Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 28, 2014, on our consideration of Newport Senior Center. Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Newport Senior Center. Inc.'s internal control over financial reporting and compliance.

McLarney & Company, LLC

McLarney & Company, LLC
August 28, 2014

Newport Senior Center, Inc,
Statements of Financial Position - Balance Sheet
For the Years Ended June 30, 2014 and 2013

ASSETS

Current Assets	Unrestricted	Temporarily Restricted	Permanently Restricted	6/30/2014 Total	6/30/2013 Total
Cash (Note 1)	\$ 861,364	\$ 9,878	\$ -	\$ 871,242	\$ 874,851
Certificates of Deposit	50,281	-	-	50,281	50,319
Inventory	10,046	-	-	10,046	9,119
Grants receivables (Note 2)	40,354	-	-	40,354	90,835
Interfund receivables	809	-	-	809	979
Prepaid Expenses	14,096	-	-	14,096	6,741
Total Current Assets	976,950	9,878	-	986,828	1,032,844
Fixed Assets (Note 1)					
Land	84,632	-	-	84,632	84,632
Buildings and improvements	506,324	-	-	506,324	499,248
Furniture, fixtures, vehicles and equipment	236,374	-	-	236,374	226,237
	827,329	-	-	827,329	810,117
Accumulated Depreciation	(526,720)	-	-	(526,720)	(495,166)
Total Fixed Assets, Net	300,610	-	-	300,610	314,951
TOTAL ASSETS	\$ 1,277,559	\$ 9,878	\$ -	\$ 1,287,438	\$ 1,347,795

LIABILITIES AND NET ASSETS

Current Liabilities					
Accounts Payable	\$ 31,798	\$ -	\$ -	\$ 31,798	\$ 26,455
Accrued Payroll & Payroll Tax Payable	10,039	-	-	10,039	10,406
Interfund payable	809	-	-	809	979
Total Current Liabilities	42,647	-	-	42,647	37,840
Net Assets (Note 3)					
Board restricted: Title IIIB and Title IIIC	993,307	-	-	993,307	1,038,114
Operating fund	241,606	9,878	-	251,485	271,841
Total Net Assets	1,234,913	9,878	-	1,244,791	1,309,955
TOTAL LIABILITIES AND NET ASSETS	\$ 1,277,559	\$ 9,878	\$ -	\$ 1,287,438	\$ 1,347,795

Newport Senior Center, Inc,
Statements of Activities
For the Years Ended June 30, 2014 and 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>6/30/2014 Total</u>	<u>6/30/2013 Total</u>
PUBLIC SUPPORT:					
Grants:					
Title IIIC, Nutrition Services	\$ 361,541	\$ -	\$ -	\$ 361,541	\$ 394,235
Title IIIB, Transportation and Elder Support	73,399	-	-	73,399	92,835
Title XX, Social Services Block Grant	155,196	-	-	155,196	181,806
Nutritional Services Incentive Program (NSIP)	75,596	-	-	75,596	77,876
Title XIX, Home and Community Based Care (HCBC)	47,178	-	-	47,178	34,963
Cash Matching:					
Non-Federal Share	42,311	-	-	42,311	44,695
In-Kind Matching	9,600	-	-	9,600	9,600
Town Subsidies	6,000	-	-	6,000	6,000
Donations and Gifts	72,277	2,394	-	74,670	84,115
Gain (Loss) on Disposition of Assets	-	-	-	-	-
Total Public Support	843,097	2,394	-	845,491	926,124
OTHER REVENUE:					
Rent and cleaning	13,193	-	-	13,193	12,306
Fund-raising activities	17,098	-	-	17,098	12,738
Program Receipts - Trip Program	-	22,940	-	22,940	31,415
Membership dues	1,331	-	-	1,331	1,275
Gift shop revenue	1,428	-	-	1,428	1,579
Interest	1,635	-	-	1,635	1,878
Assets Released From Restriction	9,792	(9,792)	-	-	-
	<u>44,477</u>	<u>13,148</u>	<u>-</u>	<u>57,625</u>	<u>61,191</u>
TOTAL REVENUE AND SUPPORT	887,574	15,541	-	903,116	987,315
Functional Expenses					
<u>Program Services</u>					
Senior Center	43,215	-	-	43,215	41,639
Sullivan Nutrition Title IIIB	78,601	-	-	78,601	82,939
Sullivan Nutrition Title IIIC	755,332	-	-	755,332	750,603
Trip Program	-	23,958	-	23,958	32,583
<u>Supporting Services</u>					
General & Administrative	61,075	-	-	61,075	59,532
Fund Raising	6,098	-	-	6,098	5,857
TOTAL FUNCTIONAL EXPENSES	944,321	23,958	-	968,279	973,153
CHANGE IN NET ASSETS	(56,747)	(8,417)	-	(65,164)	14,162
Net Assets - Beginning of Year	<u>1,291,660</u>	<u>18,295</u>	<u>-</u>	<u>1,309,955</u>	<u>1,295,792</u>
NET ASSETS - END OF YEAR	<u>\$ 1,234,913</u>	<u>\$ 9,878</u>	<u>\$ -</u>	<u>\$ 1,244,791</u>	<u>\$ 1,309,955</u>

*Loss of Homemaker
H.H. Aid*

**Newport Senior Center, Inc,
Statements of Functional Expenses
For the Years Ended June 30, 2014 and 2013**

		PROGRAM SERVICES											
		Sullivan Nutrition											
Senior Center	Title IIIB	Title IIIC	Trip Program	Program Services	General & Administrative	Fund Raising	6/30/2014 Total Expenses	6/30/2013 Total Expenses					
	8,208	27,209	268,740	-	\$ 304,156	\$ 22,501	\$ 5,665	\$ 332,322	\$ 313,679				
Salary & Wages	-	-	2,714	-	2,714	-	-	2,714	2,665				
Benefits	669	2,081	21,506	-	24,257	1,721	433	26,412	27,745				
Payroll Taxes	-	42,254	2,335	-	44,589	-	-	44,589	72,376				
Contracted Services	1,650	-	-	-	1,650	10,375	-	12,025	11,632				
Professional Fees	-	-	977	-	977	-	-	977	320				
Staff Development	-	-	20,022	-	20,022	1,680	-	21,702	21,344				
Occupancy Costs	330	750	45,911	360	47,351	-	-	47,351	49,919				
Supplies	-	-	298,991	-	298,991	-	-	298,991	288,604				
Food	-	-	7,814	-	7,814	-	-	7,814	10,492				
Equipment Maintenance	7,144	-	11	-	7,155	-	-	7,155	5,423				
Repairs & Maintenance	-	-	1,520	-	1,520	19,314	-	20,835	20,118				
Utilities	-	600	5,337	953	6,890	-	-	6,890	3,716				
Telephone	-	-	-	-	-	625	-	625	608				
Postage	-	-	-	-	-	-	-	-	-				
Transportation	-	4,767	30,993	22,645	58,405	-	-	58,405	72,341				
Travel	-	930	8,889	-	9,819	2,872	-	12,691	9,729				
Insurance	1,782	-	26,626	-	28,408	-	-	28,408	24,128				
Employment Advertisements	-	-	-	-	-	1,987	-	1,987	1,556				
Miscellaneous	2,295	10	2,529	-	4,834	-	-	4,834	3,818				
Depreciation and Amortization	21,136	-	10,418	-	31,554	-	-	31,554	32,938				
TOTAL EXPENSES	\$ 43,215	\$ 78,601	\$ 755,332	\$ 23,958	\$ 901,106	\$ 61,075	\$ 6,098	\$ 968,279	\$ 973,153				

**Newport Senior Center, Inc,
Statements of Cash Flows
June 30, 2014 and 2013**

	<u>6/30/2014</u> <u>Total</u>	<u>6/30/2013</u> <u>Total</u>
Cash Flows From Operating Activities		
Change in Net Assets	\$ (65,164)	\$ 14,162
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	31,554	32,245
(Gain) loss on disposition of assets	-	-
(Increase) decrease in inventory	(927)	(1,658)
(Increase) decrease in grants receivable	50,482	(80,305)
(Increase) decrease in prepaid expenses	(7,355)	(103)
Increase (decrease) in accounts payable	5,344	230
Increase (decrease) in payroll and payroll taxes payable	(368)	(7,930)
	<u>78,729</u>	<u>(57,521)</u>
 Total adjustments		
	<u>78,729</u>	<u>(57,521)</u>
 Net Cash Provided (Used) by Operating Activities	<u>\$ 13,566</u>	<u>\$ (43,358)</u>
 Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	<u>\$ -</u>	<u>\$ -</u>
 Cash Flows From Investing Activities		
Net (Investment in) maturities of certificates of deposit	-	-
Interest payments received	(163)	(194)
Purchase of property and equipment	(17,012)	(12,441)
	<u>(17,175)</u>	<u>(12,441)</u>
 Net Cash Provided (Used) by Investing Activities	<u>\$ (17,175)</u>	<u>\$ (12,634)</u>
 NET INCREASE (DECREASE) IN CASH	<u>\$ (3,609)</u>	<u>\$ (55,992)</u>
 CASH AT BEGINNING OF YEAR	<u>\$ 874,851</u>	<u>\$ 930,844</u>
 CASH AT END OF YEAR	<u>\$ 871,242</u>	<u>\$ 874,851</u>

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Newport Senior Center, Inc., is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a community center, which serves the elderly residents of Newport, Claremont, Charlestown and surrounding areas. Major sources of funds for operations are received from the federal government and the State of New Hampshire Division of Elderly and Adult Services.

Program Services

Following are descriptions of the program services provided by the Organization:

Senior Center - Providing elderly citizens with such services including, but not limited to, health, education, general counseling and recreation.

Sullivan Nutrition - Providing nutritional, transportation and outreach services to area elderly citizens.

Trip Program - Providing the opportunity for overnight and day trip activities for elderly citizens.

Financial Statement Presentation

The financial statements have been prepared in accordance with Financial Accounting Standards Board (FASB ASC 958-210-45). Under this standard, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions. Substantially all revenues are derived from grants and service contracts awarded by government agencies and nonprofit organizations.

Cash and Cash Equivalents

For purposes of reporting the statement of cash flows, the Organization considers all Treasury bills, certificates of deposit, money market funds and all other highly liquid debt instruments purchased with a maturity of 90 days or less to be cash equivalents.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2014 and 2013

Accounts Receivable

Accounts Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

Allocation of Joint Costs

Expenses are charged to each program based on direct expenditures incurred. Any program expenditures not directly chargeable are allocated to programs and supporting services using allocation formulas based on analyses of personnel time and/or space utilized for the related activities. It was estimated that 10% of the Executive Director's time was spent on fund raising activities related to obtaining and continuing various grants in the Sullivan Nutrition program.

In-Kind Donations

The Sullivan Nutrition Program receives in-kind donations of space, food, and volunteer services. Space rental is valued at market and is reflected in the accompanying financial statements as both support and expenditures in the amount of \$9,600 for the years ending June 30, 2014 and 2013. In addition, the Organization received donations of food valued at \$0 and \$0 during the years ended June 30, 2014 and 2013, respectively. Because the volunteer services received are not specialized services, they are not reflected in these financial statements as support or expenditures. The amounts of these services are estimated at \$10,000 in both 2014 and 2013.

Inventory

Inventory consists of purchased food and supplies used for the Sullivan Nutrition Program. Inventory is carried at cost and is determined by the first-in, first-out method.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at the approximate fair value at the date of donation. Newport Senior Center, Inc. follows the policy of capitalizing, at cost, all expenditures for fixed assets in excess of \$500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Land	-
Building and improvements	30-39
Furniture, fixtures and equipment	3-30
Automobiles	5

Depreciation expense recognized in these financial statements for the years ended June 30, 2014 and 2013 was \$31,554 and \$32,938, respectively.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation.

Newport Senior Center, Inc.
Notes to the Financial Statements
June 30, 2014 and 2013

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

2. GRANTS RECEIVABLE

The Organization's grants receivables as of June 30, 2014 and 2013 were as follows:

	<u>2014</u>	<u>2013</u>
Due from the State of New Hampshire		
Division of Elderly and Adult Services for:		
Nutrition Services Incentive Program	5,012	4,682
Title IIIB, Transportation, Elder Support and Home Health	6,739	14,902
Title IIIC, Congregate Meals and Home Delivered Meals	19,956	65,098
Title XX, Homemaker	-	2,335
Title XIX, Home and Community Based Care	6,191	3,818
Due from Towns:		
Town of Newport	-	-
Town of Lempster	-	-
Town of Sunapee	<u>2,456</u>	<u>-</u>
 Total	 <u>40,354</u>	 <u>90,835</u>

3. RESTRICTIONS ON NET ASSETS

Amounts in restricted net assets represent revenues received, but not expended for their restricted purpose. Net assets in the trip fund are restricted to be used for overnight and day trips for elderly citizens. Net assets in the Senior Center are restricted for computers and a parking lot.

Board restricted net assets consist of net assets that have been restricted for use in the Sullivan County Nutrition program.

4. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through August 28, 2014, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2014 and none were found.

McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggins, MST, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Trustees of
Newport Senior Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated August 28, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Newport Senior Center, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Newport Senior Center, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Newport Senior Center, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McLarney & Company, LLC

Concord, NH
August 28, 2014

NEWPORT SENIOR CENTER, INC.

P.O. BOX 387 • 76 SOUTH MAIN STREET • NEWPORT, NH 03773 • (603)863-3177

BOARD OF DIRECTORS

PRESIDENT

Carol Hammond
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Larry Flint
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

VICE PRESIDENT

Larry K. Eaton
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Bob Dearborn
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TREASURER

Jonathan (Jack) Howard
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Robert (Bob) Burby
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SECRETARY

Sharon Woodman
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Brenda Burns



Objective: To obtain a professional position utilizing my strong work ethic, dedication and willingness and ability to increase knowledge.

Experience:

Newport Senior Center

Newport, NH

Executive Director

1995-Current

- Coordinate and manage multiple priorities and projects while paying attention to detail
- Train individuals in QuickBooks, Microsoft suite and internet
- Supervise and inspire 25 employees
- Great interpersonal communication skills while working with 800 clients and approximately 50 volunteers including, resolving issues and managing customer relations with exemplary service to all customers
- Re-evaluated and developed techniques to improve delivery of services, resulting in increased revenues and decreased expenses
- Created efficiency within the program with improved organizational skills of the employees and delivery of service
- Demonstrated the ability to multi-task, therefore establishing an understanding of the operations of a non-profit organization
- General accounting functions, maintained journals, tax reporting, banking of \$1.4 million cash flow and bank reconciliations
- Budget preparations for Federal, State and Local funds
- Coordinate menus, delivery routes, employees and volunteers
- Performed administrative and secretarial support functions for the remote Executive Director before being promoted to Executive Director
- Successfully written grants needed to sustain non-profit stability
- Client assessments with demonstrated abilities to keep composure while preserving strict confidentiality.
- Oversee and perform all operations including audits, payroll, employer tax reporting, new hire reports, A/P, A/R in QuickBooks
- Promoted within the organization for every position within the organization until being promoted to Executive Director

Prior years work experiences available upon request.

Education

Claremont Stevens High School (1986)
Business Courses of Studies

New England School of Hair Design (1988)
Cosmetology, Creative Nail Design

Creative Cake Design
Certificate (1990)

Independent Correspondence School (2001)
Secretarial Science

College for Lifelong Learning
Word, Excel, Power Point, and Access

River Valley Community College (2009)
Associates in Science- Accounting Major
Phi-Theta Kappa Honor Society
Graduated Cum Laude

Rockhurst University Continuing Education Center
Payroll Law Certificate (2010)

Rockhurst University Continuing Education Center
Essentials for Personnel and HR Assistance Certificate (2010 & 2012)

Rockhurst University Continuing Education Center
Management Skills Certificate (2012)

Rockhurst University Continuing Education Center
How to Communicate with Tact, Professionalism, and Diplomacy Certificate
(2012)

Community involvement

- Committed to helping those less fortunate. Serve as Co-Chairman of the Newport Willey-Perra Christmas program for needy families.
- Served as Chairman of Newport Revitalization Committee for two years. I am now a member and have been for nine years.
- Served as Vice-Chair of the Sullivan County, Regional Coordinating Council (RCC). I am now a member of the RCC serving on several sub-committees

Newport Senior Center, Inc. D/B/A Sullivan County Nutrition Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brenda Burns	Executive Director	\$54099.72	100	\$54099.72

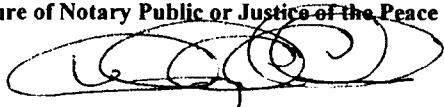
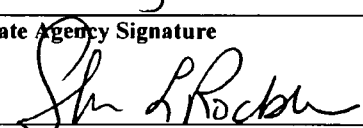
Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Newport Senior Center, Inc.		1.4 Contractor Address 76 South Main Street Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-5139	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$809,936.45
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature Joan F. Willey		1.12 Name and Title of Contractor Signatory Joan F. Willey	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> May 16, 2014 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		WENDY A. CALLUM Notary Public - New Hampshire My Commission Expires June 8, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Wendy A. Callum, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockburn 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: <u>M. K. Brown</u> On: <u>5/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

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.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service. The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

RFP #: 14-DHHS-DCBCS-BEAS-05

Contractor's name: Newport Senior Center, Inc.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home-Delivered Meals	Sullivan	Acworth
Home-Delivered Meals	Sullivan	Charlestown
Home-Delivered Meals	Sullivan	Claremont
Home-Delivered Meals	Sullivan	Cornish
Home-Delivered Meals	Sullivan	Croydon
Home-Delivered Meals	Sullivan	Goshen
Home-Delivered Meals	Sullivan	Grantham
Home-Delivered Meals	Sullivan	Langdon
Home-Delivered Meals	Sullivan	Lempster
Home-Delivered Meals	Sullivan	Newport
Home-Delivered Meals	Sullivan	Springfield
Home-Delivered Meals	Sullivan	Sunapee
Home-Delivered Meals	Sullivan	Unity
Home-Delivered Meals	Sullivan	Washington
Congregate Meals	Sullivan	Charlestown
Congregate Meals	Sullivan	Claremont
Congregate Meals	Sullivan	Newport
Transportation	Sullivan	Newport



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

NEWPORT SENIOR CENTER			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	53,502	37,600	\$ 270,764.70
Title XX	58,064	40,730	\$ 293,829.40

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

NEWPORT SENIOR CENTER		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	30,523	\$ 167,876.50

**Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015**

NEWPORT SENIOR CENTER			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III B	8,421	12,607	\$ 77,465.85



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location) 26 Railroad Sq.,
Charlestown, Sullivan, NH, 03603, 67 Maple Ave., Claremont, Sullivan
NH, 03743, 76 South Main St., Newport, Sullivan, NH, 03773

Check if there are workplaces on file that are not identified here.

Contractor Name: *Newport Senior Center, Inc.*

5-16-2014
Date

Joan F. Willey, President
Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Newport Senior Center, Inc.*

5-16-2014
Date

Jean F. Willey, President
Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Newport Senior Center, Inc.*

5-16-2014
Date

Joan F. Willey, President
Name:
Title:



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: *Newport Senior Center, Inc.*

5-16-2014
Date

Jean F. Willey, President
Name:
Title:



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 3 Dore Street, Center Ossipee, NH, 03814.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$901,002.15.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-3
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety, 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.



New Hampshire Department of Health and Human Services
Nutrition and Transportation 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

5/11/15
Date

[Signature]
Diane Langley
Director

Ossipee Concerned Citizens Inc.

May 5, 2015
Date

[Signature]
NAME Priscilla Parsons
TITLE Chairman.

Acknowledgement:

State of NH, County of Carroll on May 5, 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

[Signature]
Name and Title of Notary or Justice of the Peace

PATRICIA A. HODGE, Justice of the Peace
My Commission Expires February 2, 2016

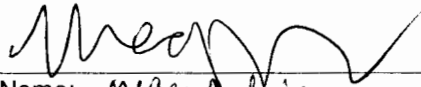


**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date


Name: Megan A. Fabis
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:



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	NA
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.

7.5.1.2. Individual is listened to; needs and concerns are addressed.

7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. 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 as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they may be transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, and Exhibit B-3, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B Amendment #1

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

-
- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-3

Contractor Name: Ossipee Concerned Citizens, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	22,828	not applicable	\$125,554.00	5,707	not applicable	\$31,388.50
Title III C-2 Home Delivered Meals	25,200	54,288	\$138,506.40	6,300	13,572	\$34,626.60
Title XX Home Delivered Meals	26,804	59,072	\$147,721.00	6,701	14,768	\$36,930.25



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

P.P.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Ossipee Concerned Citizens, Inc.*

5-5-15
Date

Priscilla Parsons
Name: Priscilla Parsons
Title: Chairman

Exhibit G

Contractor Initials

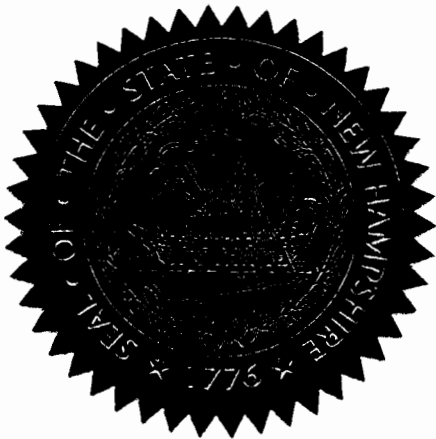
P.P.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OSSIPEE CONCERNED CITIZENS, INC. is a New Hampshire nonprofit corporation formed May 12, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Robert Morin do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ossipee Concerned Citizens
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 14, 2015 :
(Date)

RESOLVED: That the chairman(or in their absence)the Treasurer.
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 8 day of MAY, 2015.
(Date Contract Signed)

4. Priscilla Parsons is the duly elected chairman
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Robert W. Morin
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 8 day of MAY, 2015.

By : Robert Morin
(Name of Elected Officer of the Agency)

Priscilla Parsons JP
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2.22.2016

OSSIPEE CONCERNED CITIZENS, INC.

Mission Statement

The "Mission Statement" of Ossipee Concerned Citizens, Inc. is as follows:

"To promote the growth and prosperity of the
Town of Ossipee and vicinity"

(From 1975)

OSSIPEE CONCERNED CITIZENS, INC.
(a not-for-profit corporation)

FINANCIAL STATEMENTS
With Independent Auditor's Report Thereon

June 30, 2014 and 2013

OSSIPEE CONCERNED CITIZENS, INC.

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The Mercier Group

a professional corporation

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

To the Members of the Board of Directors and Management
Ossipee Concerned Citizens, Inc.

Report on the Financial Statements. We have audited the accompanying financial statements of Ossipee Concerned Citizens, Inc. (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements. Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance auditing standards that are generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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 evaluation the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ossipee Concerned Citizens, 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.

Paul J. Mercier, Jr. cpa for

The Mercier Group, *a professional corporation*
Canterbury, New Hampshire
November 2, 2014

Basic Financial Statements

Exhibit A
OSSIPEE CONCERNED CITIZENS, INC.
Statement of Financial Position
June 30, 2014

All numbers are expressed in USA Dollars

	2014	2013
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	96,037	60,705
Investments	82,428	76,278
Receivables:		
Due from grantors	26,837	22,616
Due from employees	4,625	520
	209,927	160,119
PROPERTY AND EQUIPMENT		
Equipment & furnishings	73,679	73,679
Accumulated depreciation	(53,808)	(51,467)
	19,871	22,212
	229,798	182,331
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable	6,827	6,799
Accrued expenses	767	623
Security deposit	87	87
	7,681	7,509
NET ASSETS		
Unrestricted:		
Net investment in property and equipment	19,871	22,212
Designated for operating endowment	83,755	76,278
Undesignated	99,433	59,550
Temporarily restricted:		
Purpose-restricted donations	19,058	16,782
	222,117	174,822
	229,798	182,331

The accompanying notes are an integral part of these financial statements.

Exhibit B
OSSIPEE CONCERNED CITIZENS, INC.
Statement of Activities
For the Fiscal Years Ending June 30, 2014

All numbers are expressed in USA Dollars

	2014				2013	
	Temporarily		Total	Temporarily		Total
	Unrestricted	Restricted		Unrestricted	Restricted	
OPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Public Support:						
Federal grants	233,530		233,530	242,547		242,547
State grants	217,362		217,362	233,744		233,744
Town Support	71,194		71,194	71,093		71,093
Donated rental space	56,000		56,000	56,000		56,000
Client & other donations	60,365	13,000	73,365	62,824	19,000	81,824
Fund raising & other support	109,005	6,000	115,005	94,099	6,000	100,099
	<u>747,456</u>	<u>19,000</u>	<u>766,456</u>	<u>760,307</u>	<u>25,000</u>	<u>785,307</u>
Revenues:						
Program service revenue	35,963		35,963	28,430		28,430
Hatch rental income <i>(net of related expenses)</i>	611		611	354		354
Interest & dividends	892		892	834		834
Capital gains (losses)	48		48	(4)		(4)
Increase(decrease) in fair value of investments	4,804		4,804	1,987		1,987
	<u>42,318</u>		<u>42,318</u>	<u>31,601</u>		<u>31,601</u>
Net Assets Released From Restrictions						
Satisfaction of Purpose Restrictions	16,724	(16,724)	-	8,218	(8,218)	-
	<u>806,498</u>	<u>2,276</u>	<u>808,774</u>	<u>800,126</u>	<u>16,782</u>	<u>816,908</u>
OPERATING EXPENSES						
Program services	722,977		722,977	708,908		708,908
Supporting activities:						
General and administrative	26,414		26,414	29,438		29,438
Fund raising and public awareness	12,088		12,088	13,552		13,552
	<u>38,502</u>		<u>38,502</u>	<u>42,990</u>		<u>42,990</u>
	<u>761,479</u>		<u>761,479</u>	<u>751,898</u>		<u>751,898</u>
CHANGE IN NET ASSETS						
NET ASSETS - BEGINNING	45,019	2,276	47,295	48,228	16,782	65,010
NET ASSETS - ENDING	158,040	16,782	174,822	109,812	-	109,812
	<u>203,059</u>	<u>19,058</u>	<u>222,117</u>	<u>158,040</u>	<u>16,782</u>	<u>174,822</u>

The accompanying notes are an integral part of these financial statements.

Exhibit C
OSSIPEE CONCERNED CITIZENS, INC.
Statement of Functional Expenses
For the Fiscal Years Ending June 30, 2014

All numbers are expressed in USA Dollars

	Fiscal Year Ended June 30, 2014			For the Fiscal Year Ended June 30, 2013				
	Program Services	Management and General	Fund-raising and Public Awareness	Totals	Program Services	Management and General	Fund-raising and Public Awareness	Totals
EXPENSES								
Personnel:								
Salaries & wages	343,108	9,011	9,000	361,119	336,913	9,386	9,425	355,724
Payroll taxes	26,225	832	689	27,746	25,646	811	584	27,041
Employee benefits	33,122	408		33,530	25,607	1,899		27,506
Contracted services	4,849			4,849	1,871	445		2,316
Purchased Services:								
Training, dues & conferences	817			817	399	260		659
Audit	1,855	913		2,768	4,922	2,460		7,382
Insurance	2,139	378		2,517	4,625	816		5,441
Telephone & internet	2,775	146		2,921	3,406	438		3,844
Postage	530	28		558	510	27		537
Medical/wellness	-			-	50			50
Other purchased services	626			626	110	72		182
Property Services:								
Rent	6,960			6,960	7,260			7,260
Rental value of donated space	50,400	5,600		56,000	50,400	5,600		56,000
Utilities	29,649	3,294		32,943	24,672	2,604		27,276
Trash removal	3,775			3,775	4,475			4,475
Repairs & maintenance	5,162	573		5,735	21,846	2,417		24,263
Automobile	917	28		945	900	28		928
Depreciation	2,341			2,341	2,341			2,341
Travel	8,096	3,987		12,083	12,347	337		12,684
Supplies:								
Food	158,322			158,322	158,128			158,128
Program supplies	2,926			2,926	2,163			2,163
Office supplies	1,944	958		2,902	1,885	942		2,827
Noncapital equipment	4,269			4,269	973			973
Other:								
Santa Project	14,394			14,394	8,556			8,556
Client special needs	12,651			12,651	7,468			7,468
Boutique	2,428			2,428				-
Other expenses	2,697	258	2,399	5,354	1,435	896	3,543	5,874
	722,977	26,414	12,088	761,479	708,908	29,438	13,552	751,898

The accompanying notes are an integral part of these financial statements.

Exhibit D
OSSIPEE CONCERNED CITIZENS, INC.
Statement of Cash Flows
For the Fiscal Years Ending June 30, 2014

All numbers are expressed in USA Dollars

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	47,295	65,010
Adjustments to reconcile to change in net assets to net assets provided by (used in) operating activities:		
Depreciation Expense	2,341	2,341
Change in assets and liabilities:		
(Increase) decrease in assets:		
Due from grantors	(4,221)	(15,117)
Due from employees	(4,105)	2,085
Increase (decrease) in liabilities:		
Accounts payable	28	(7,891)
Accrued expenses	144	(274)
Security deposits	-	87
	41,482	46,241
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(6,150)	(8,169)
Purchase of capital assets	-	(2,000)
	(6,150)	(10,169)
NET INCREASE IN CASH	35,332	36,072
CASH, BEGINNING	60,705	24,633
CASH, ENDING	96,037	60,705

The accompanying notes are an integral part of these financial statements.

OSSIPEE CONCERNED CITIZENS, INC.

Notes to Financial Statements

June 30, 2014 and 2013

NATURE OF ACTIVITIES

The Ossipee Concerned Citizens, Inc., is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a senior center, Meals on Wheels and a daycare program that serves the residents of Ossipee, New Hampshire, and surrounding communities. Major sources of funds for operations are received from the federal government and the State of New Hampshire Division of Elderly and Adult Services.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation. The financial statements have been prepared in accordance with Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based on the existence of absence of donor-imposed restrictions. In addition, the Academy is required to present a statement of cash flows.

Basis of Accounting. The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (contributions, donations, etc.) and related contributions receivables are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Organization.

Use of Estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents. Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments. Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statement of financial position. Investment income or loss (including gains and losses on investments, interest, and dividends) is included in the statement of activities as increases or decreases in unrestricted net assets unless the income or loss is restricted by donor or law.

Concentrations of credit and market risk. Financial instruments that potentially expose the Organization to *credit risk* consist primarily of bank deposits. It is the Organization's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within

OSSIPEE CONCERNED CITIZENS, INC.

Notes to Financial Statements

June 30, 2014 and 2013

the Federal Depository Insurance Limits (FDIC) whenever possible. The Organization has not experienced any losses on its cash deposits. *Market risk* is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts.

Inventory. Inventory of food and supplies in the food programs are not considered material and have been recorded as expenses at the time of purchase.

Property and Equipment. All costs of property and equipment, and the approximate fair value of donated assets in excess of \$1,000 and having an economic useful life of greater than one year are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition, at rates based on the following estimated useful lives:

	<u>Years</u>
Equipment & Furnishings	5

Revenue Recognition. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government grant, contract or other donor restrictions. A *temporary restriction* permits the organization to use donated assets as specified for a particular purpose. *Permanently restricted net assets* are those that are required to be permanently maintained but that the income from the investment of such may be used for specified purposes. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Intentions to Give. Pledged amounts are used only for the Organization's budgetary purposes and are not considered a guarantee of collection since donors may rescind the pledges at any time. Since pledges do not meet the criteria for revenue recognition under SFAS No. 116, they are not reflected as contributions in the statement of activities until the pledges are collected.

Contributed Services. Ossipee Concerned Citizens, Inc. receives in-kind donations of both space and volunteer services. Building space owned by the Town of Ossipee and donated to the Center is recorded at an estimated rental value of \$56,000 which reflects a rate which is equal to \$8 per square foot times 7,000 square feet of space provided. The value of donated services is not reflected in the financial statements since there is no objective basis available by which to measure the value of such services. However, a substantial number of volunteers, as well as the Organization's Board of Directors, have donated significant amounts of their time towards the Organization's various programs and fund-raising projects.

Deferred Revenue. Grants received in advance of the year to which they apply are recorded as deferred revenue in the statement of financial position.

Functional Allocation of Expenses. The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated to the programs and supporting activities benefited. Direct expenses are charged to each program based on direct costs incurred or

OSSIPEE CONCERNED CITIZENS, INC.

Notes to Financial Statements

June 30, 2014 and 2013

estimated usage. Any program costs not directly chargeable are allocated to a program based on the direct charges.

Income Taxes. The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). Therefore, no provision for income taxes is made in the accompanying financial statements. Also, the Organization had no unrelated business income during the fiscal years ended June 30, 2014 or 2013.

ASSETS

Cash and Cash Equivalents. All bank balances of deposits as of June 30, 2014 and 2013 were insured by the Federal Deposit Insurance Corporation (FDIC).

Investments. Investments at June 30, 2014 and 2013 were as follows:

	<u>June 30, 2014</u>	<u>June 30, 2013</u>
Investment in mutual funds and restricted savings	\$ 41,886	\$ 38,209
Real estate held for resale; formerly contract for deed (defaulted in FY2014)	40,542	-
	-	50,629
Less: Contract for deed payments received	-	(10,115)
Less: USDA Lien on real estate held	-	(2,445)
	<u>\$ 82,428</u>	<u>\$ 76,278</u>

The composition of investment return in the statement of activities for the years ended June 30, 2014 and 2013 were as follows:

	<u>2014</u>	<u>2013</u>
Unrestricted:		
Interest and dividends	\$ 892	\$ 834
Capital gain distributions	48	(4)
Unrealized gains	4,804	1,987
	<u>\$ 5,744</u>	<u>\$ 2,817</u>

OSSIPEE CONCERNED CITIZENS, INC.

Notes to Financial Statements

June 30, 2014 and 2013

Receivables ~ Due from Grantors. The Organization's receivable - Due from State agencies and other grantors as of June 30, 2014 and 2013 were as follows:

Agency Programs:

Special account loans	\$ 1,300	\$ -
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Meals on Wheels:

USDA - Title III	4,479	22,616
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USDA - Title XX	6,772	-
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State of New Hampshire	1,692	-
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Town support	4,932	-
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Congregate donations	542	-
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Daycare:

USDA - Title XX	3,415	-
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Town support	1,500	-
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Other	2,205	-
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<u>\$ 26,837</u>	<u>\$ 22,616</u>
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Property and Equipment. Property and equipment at June 30, 2014 and 2013 consisted of the following:

	June 30, 2014	June 30, 2013
Equipment & furnishings	\$ 73,679	\$ 73,679
Less: Accumulated depreciation	<u>(53,808)</u>	<u>(51,467)</u>
	<u>\$ 19,871</u>	<u>\$ 22,212</u>

Compensated Absences. An accrual for compensated absences has not been included in the financial statements. Since the Organization cannot receive reimbursement of this amount until paid, accrual would result in a mismatching of the revenue and expense. The amount of accumulated-unpaid vacation and sick leave as of June 30, 2014 and 2013 did not amount to more than a normal year's allowance.

OSSIPEE CONCERNED CITIZENS, INC.

Notes to Financial Statements

June 30, 2014 and 2013

NET ASSETS

Temporarily Restricted. Net assets restricted to specific purposes by donors include the following:

	Balances June 30, 2013	New Funds Received	Released From Restriction	Balances, June 30, 2014
<i>Restricted for special needs:</i>				
Private donation	11,532	13,000	11,474	13,058
Bald Peak Grant	5,250	6,000	5,250	6,000
	<u>16,782</u>	<u>19,000</u>	<u>16,724</u>	<u>19,058</u>
	<u>\$ 16,782</u>	<u>\$ 19,000</u>	<u>\$ 16,724</u>	<u>\$ 19,058</u>

Board-Designated Net Assets. Board designations for a long-term operating reserve as of June 30, 2014 and 2013 were \$83,755 and \$76,278 respectively. The board's intent in setting aside these donated funds is to create an endowment that will sustain future operations by allowing for the transfer of earnings to support operations or for special needs without ever using the principal balance. Currently, income to the reserve fund consists of interest and dividends on mutual funds and from donations. Whereas the fund is in its initial stage and market returns have been minimal, no monies were transferred to support operations in either fiscal year.

SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Organization. The amount which may be disallowed by the grantor cannot be determined at this time although the organization expects such amounts, if any, to be immaterial.

OSSIPEE CONCERNED CITIZENS, INC.

BOARD OF DIRECTORS

2015

PRISCILLA PARSONS	(CHAIRMAN))
ROBERT BOSSDORF	(TREASURER)
ROBERT MORIN	(SECRETARY)
THERESA CAMIRE	(MEMBER)
RONALD CAMIRE	(MEMBER)
LOUISE CHAMPION	(MEMBER)
BRUCE CRAWFORD	(MEMBER)
MARY HOCKMEYER	(MEMBER)
MARILYN INDELICATO	(MEMBER)
JUNE LOUD	(MEMBER)
DONALD MISKELLY	(MEMBER)
GARY SOWERBY	(MEMBER)
ANN WARD	(MEMBER)

Donna E. Sargent

- Education:** B.S. Human Services- Southern New Hampshire University
- Employment:** January 1979 – Present
Executive Director – Ossipee Concerned Citizens, Inc.
Responsibilities: Management of multi-purpose, inter-generational Human services organization, including elderly nutrition, senior Center, childrens' day-care center, Santa Project
Duties include: proposal writing, liaison with state, federal and local Funding sources, staff relations, public relations, fundraising and Fiscal management of annual operating budget in excess of \$600,000.00.
- Employment:** 1969-1978- Site Coordinator-Carroll County Family Planning
Responsibilities: establish and maintain a Family Planning Program In Southern Carroll County
Duties: recruitment and counseling of clients, maintain required Records; perform routine blood pressure, weight, and pregnancy Tests. Worked closely with physicians, school nurses and other Health and human services personnel. Prepare and distribute all PR.
- Civic:** Member: Ossipee Budget Committee, Ossipee Main StreeProgram, Advisory Board Endowment For Health, Carroll Cty RCC, Ossipee representative to Mount Washington Valley Economic Council Board. Member First Congregation Church of Ossipee.
- Awards:** " Outstanding Young Women Of America" 1980
FIRST recipient of " Northern New Hampshire Foundations Community Leadership Award" 1990
- Personal:** Sports, reading, gardening, people, animals.

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- Awards:** " Outstanding Young Women Of America" 1980
FIRST recipient of " Northern New Hampshire Foundations Community Leadership Award" 1990
- Personal:** Sports, reading, gardening, people, animals.

JAMES B. THOMPSON

2

EDUCATION: Bachelor of Science Degree – University of New Hampshire

EXPERIENCE: 1991-2014

Deputy Director - Ossipee Concerned Citizens, Inc.

Responsibilities include assistance to the Executive Director in development of budgets, revisions, amendments, financial management, expansion of existing programs, and goal-setting. Research grant availability, grant writing, and application submission. Maintain positive public relations to enhance agency image. Assistance to Executive Director with over-all management of all agency properties, on and off site, including financial considerations, maintenance and safety issues of all building and grounds. Assistance with staff relations and staff selection. Promotion, development, implementation of social and recreational activities at the senior center. Assistance with board and staff with fundraising.

1986-1991

Freelance writing and building construction

1981-1986

Community Development Director/ grant writing – Ossipee Concerned Citizens, Inc. Responsibilities included writing and administration of grants in excess of five-million dollars for water/sewer construction, housing rehabilitation, and other community development projects for the Town of Ossipee.

1972-1981

Town of Ossipee Recreation Director. Responsibilities included Development of a multi-age recreation department for the town. Responsible for establishment of goals and objectives for the new department, and institution of programs/activities to meet those needs.

CIVIC:

Chairman, Board of Directors, Ossipee Concerned Citizens, Inc.
Head Coach, Kingswood Regional High School boys basketball.
Head Coach, Ossipee Babe Ruth Baseball. President of the New Hampshire Association of Senior Centers.

AWARDS:

“Outstanding Young Men of America” (1985)

Amenda M. White, CLC

**Education: 1997 Graduate of Kingswood Regional High School with Honors
Major in Mathematics**

**1997-98 Attended Paradise Valley Community College
Credits in General Studies and Early Childhood Education**

Employment: January 1998-October 2000

- **Ossipee Concerned Citizens, Inc. Childcare Center
Pre-school Teacher Assistant**

January 1999-June 2011

- **Ossipee Concerned Citizens, Inc. WIC Nutrition Program
Client Service Coordinator
Certified Lactation Counselor**

February 2010-present day

- **Ossipee Concerned Citizens, Inc. Meals on Wheels
Director of Elderly Nutrition Program**

Duties include but not limited to:

Daily operations of the meals program.

Interview and screening of potential recipients of home delivered meals to determine eligibility.

Referrals to other services that meet their needs.

Submit all required forms to the state, XX and TIII home delivered and congregate.

Maintain accurate files on each recipient.

Contact appropriate town officials when necessary for approval.

Complete financial reimbursement forms of state, town and private payments.

Submit monthly and quarterly figures to Executive Director for billing and unit statistical reports.

Work with other agency and civic groups.

Support other staff members to insure excellent service to our recipients.

June 2011-present day

- **Goodwin Community Health Center, WIC Nutrition Program
Program Assistant
Certified Lactation Counselor**

Ossipee Concerned Citizens

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna E.Sargent	Executive Director	\$48360	25%	\$12090
James B. Thompson	Deputy Director	\$46280	10%	\$4628
John G. Whittier	Finance Manager	\$37440	20%	\$7488
Amanda White	Meals Director	12636	100%	\$12636

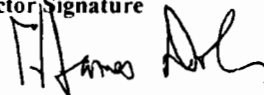
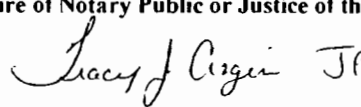
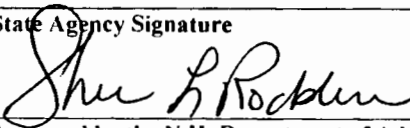
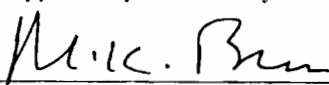
Subject: Nutrition Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Ossipee Concerned Citizens, Inc.		1.4 Contractor Address 3 Dore Street Center Ossipee, NH 03814	
1.5 Contractor Phone Number (603) 539-6851	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$386,275.40
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 H. James Dolan Chairman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carr</u> On <u>05/26/14</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]  JP exp. 03-06-2018			
1.13.2 Name and Title of Notary or Justice of the Peace Tracy J. Cozgin - JP.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockben 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: 6/3/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: YD
Date: 5/20/2014

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

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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.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	na
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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Nutrition and Transportation Services**

Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05

Contractors's name: Ossipee Concerned citizens

Name of Service	County/Counties	Towns/Cities where Services will be offered
Nutrition Congregate	Carroll	Moultonboro
		Ossipee
		Sandwich
		Tamworth
Nutrition Home Delivered	Carroll	Effingham
		Freedom
		Moultonboro
		Ossipee
		Sandwich
		Tamworth
		Wakefield

Contractors Initials: *JTD*
Date: *5/30/14*



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

OSSIPPEE CONCERNED CITIZENS			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total maximum Amount Allowed by Funding
Funding			
Title III C2	25,200	13,572	\$ 126,291.60
Title XX	26,804	14,768	\$ 134,429.80

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

OSSIPPEE CONCERNED CITIZENS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	22,828	\$ 125,554.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]

[Handwritten Date: 5/20/14]

New Hampshire Department of Health and Human Services
Exhibit D



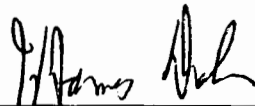
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/30/14
Date


Name: H. James Dolan
Title: Chairman



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Ossipee Concerned Citizens, Inc.*

5/20/14
Date

[Signature]
Name: *H. James Dolan*
Title: *Chairman*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

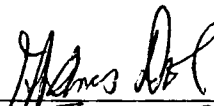
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/20/14
Date


Name: H. James Dolan
Title: Chairman



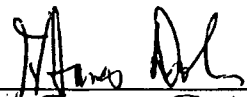
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/20/2014
Date


Name: H. James Dolan
Title: Chairman



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 106 North Road, Brentwood, NH, 03833.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$3,688,841.25.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety, 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.

New Hampshire Department of Health and Human Services
Nutrition and Transportation 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,

5/11/15
Date

State of New Hampshire
Department of Health and Human Services

Diane Langley
Diane Langley
Director

5/6/15
Date

Rockingham Nutrition and Meals on Wheels Program, Inc.

Debra Leroy, Ex Director
NAME
TITLE

Acknowledgement:

State of NH, County of Rockingham on May 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

Jaymie L. Chagnon
Name and Title of Notary or Justice of the Peace

JAYMIE LEE CHAGNON
Notary Public - New Hampshire
My Commission Expires February 2, 2016



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Megan A. Jaru
Name: Megan A. Jaru
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:



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
 Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
 Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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- receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:
- (1) The spouses of individuals who accompany them to the meal site;
 - (2) Individuals providing volunteer services at the congregate meal site during meal hours;
 - (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
 - (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.

7.5.1.2. Individual is listened to; needs and concerns are addressed.

7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. 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 as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initials: *JP*
 Date: *5/6/15*



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title III B for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-4

Contractor Name: Rockingham Nutrition and Meals on Wheels Program, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	53,000		\$291,500.00	13,250		\$72,875.00
	Title III C-2 Home Delivered Meals	120,000	125,600	\$619,680.00	30,000	31,400	\$154,920.00
	Title IIIB Transportation	15,964	140,000	\$181,685.00	3,991	35,000	\$45,421.25
	Title XX Home Delivered Meals	106,000	108,400	\$546,620.00	26,500	27,100	\$136,655.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

JP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Rockingham Nutrition & Meals on Wheels Program, Inc.

5/6/15
Date

Debra Prou
Name: Debra Prou
Title: Executive Director

Exhibit G

Contractor Initials DP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire nonprofit corporation formed October 30, 1978. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Diane Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Rockingham Nutrition & Meals on Wheels Program
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on June 19, 2014:
(Date)

RESOLVED: That the Chairman, Vice-Chairman, Treasurer, or Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 6th day of May, 2015.
(Date Contract Signed)

4. Debra Perou is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Diane L. Kerr
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 6th day of May, 2015.

By Diane Kerr
(Name of Elected Officer of the Agency)

Jaymie L. Chagnon
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JAYMIE LEE CHAGNON
Notary Public - New Hampshire
Commission Expires: My Commission Expires February 2, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Lisa Lee	
	PHONE (A/C No. Ext): (603) 569-2515	FAX (A/C No.): (603) 569-4266
INSURED Rockingham Nutrition and Meals on Wheels 106 North Rd Brentwood NH 03833	E-MAIL ADDRESS: lisa.l@averyinsurance.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mass Bay	NAIC #: 22306
	INSURER B: Hanover Insurance	NAIC #: 22292
	INSURER C: Wesco	
	INSURER D:	
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: **CL1491704191** 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			ZDVA09999701	9/8/2014	9/8/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
B	AUTOMOBILE LIABILITY			AWVA098780	9/8/2014	9/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UBV A32987601	9/8/2014	9/8/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WVC3105572	9/8/2014	9/8/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage as per terms and conditions of policy. Meals on Wheels Program

CERTIFICATE HOLDER**CANCELLATION**

Department of Health and Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas O'Dowd/LISA 

ACORD 25 (2010/05)

INS025 (201005) 01

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ROCKINGHAM NUTRITION & MEALS ON WHEELS PROGRAM



~ Meals And Services For The Elderly Since 1978 ~

Agency Mission Statement:

RNMOW provides nutritious meals and beneficial support services to older and disabled residents of Rockingham County who need assistance to help them preserve long term health, well-being, and independence.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

BRENTWOOD, NEW HAMPSHIRE

FINANCIAL REPORT

JUNE 30, 2014

**ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
FINANCIAL REPORT**

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SHAHEEN, PALLONE & ASSOCIATES
A PROFESSIONAL CORPORATION OF CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

*To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire*

Report on the Financial Statements

We have audited the accompanying financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization) which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other 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 U.S. Office of Management and Budget Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2014, on our consideration of Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and compliance.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 30, 2014

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2014

ASSETS

Current Assets	
Cash and cash equivalents	\$ 969,047
Investments	516,927
Grants, contract funds and accounts receivable, net	123,627
Prepaid expenses	<u>19,417</u>
Total Current Assets	1,629,018
Property and equipment, net	<u>45,301</u>
Total Assets	<u><u>\$ 1,674,319</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable	\$ 99,353
Accrued expenses	114,915
Deferred revenue	<u>12,669</u>
Total Liabilities	<u>226,937</u>
Net Assets	
Unrestricted:	
Operating	491,882
Board Designated	945,000
Temporarily Restricted	<u>10,500</u>
Total Net Assets	<u>1,447,382</u>
Total Liabilities and Net Assets	<u><u>\$ 1,674,319</u></u>

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue			
Bureau of Elderly and Adult Services IIC	\$ 711,988	\$ -	\$ 711,988
Bureau of Elderly and Adult Services IIB	129,888	-	129,888
Bureau of Elderly and Adult Services XX	487,445	-	487,445
HCBC	178,153	-	178,153
NSIP	179,519	-	179,519
Rockingham County and Local Municipal Government Grants	212,897	-	212,897
Site Donations	337,902	-	337,902
Fundraising Revenue and Other Donations	242,305	21,000	263,305
United Way	68,716	-	68,716
Other Income	22,057	-	22,057
In-Kind Revenue	164,021	-	164,021
Net assets released from restrictions	10,500	(10,500)	-
Total Public Support and Revenue	<u>2,745,391</u>	<u>10,500</u>	<u>2,755,891</u>
Net Unrealized Gain on Investments	<u>61,713</u>	<u>-</u>	<u>61,713</u>
Total Revenues, Gains and Other Support	<u>2,807,104</u>	<u>10,500</u>	<u>2,817,604</u>
Expenses			
Program Services			
Congregate	336,009	-	336,009
Home Meals	1,901,979	-	1,901,979
Social Services	17,461	-	17,461
Transportation	151,581	-	151,581
Total Program Services	<u>2,407,030</u>	<u>-</u>	<u>2,407,030</u>
Supporting Services			
Management and General	234,408	-	234,408
Fundraising	13,280	-	13,280
Total Supporting Services	<u>247,688</u>	<u>-</u>	<u>247,688</u>
Total Expenses	<u>2,654,718</u>	<u>-</u>	<u>2,654,718</u>
Change in Net Assets	152,386	10,500	162,886
Net Assets - Beginning of Year	<u>1,284,496</u>	<u>-</u>	<u>1,284,496</u>
Net Assets - End of Year	<u>\$ 1,436,882</u>	<u>\$ 10,500</u>	<u>\$ 1,447,382</u>

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014

	Program Services				Supporting Services			Total	
	Congregate	Home Meals	Social Services	Transportation	Total Program Services	Management and General	Fundraising		Total Supporting Services
Contractual Food, Paper & Supplies	\$ 178,663	\$ 872,297	\$ -	\$ -	\$ 1,050,960	\$ -	\$ -	\$ -	\$ 1,050,960
Salaries and Wages	87,659	629,553	7,969	71,721	796,902	136,129	4,500	140,629	937,531
In-Kind Rent	34,248	99,889	7,135	1,427	142,699	21,323	-	21,323	164,022
Travel and Transportation	-	115,604	-	20,401	136,005	4,206	-	4,206	140,211
Fringe Benefits	7,277	52,266	662	5,954	66,159	11,675	-	11,675	77,834
Payroll Taxes	6,932	49,786	630	5,672	63,020	11,121	-	11,121	74,141
Insurance	3,398	13,590	-	5,663	22,651	22,650	-	22,650	45,301
Operational Supplies	4,840	30,159	372	1,862	37,233	-	-	-	37,233
Depreciation Expense	3,609	3,609	-	16,840	24,058	-	-	-	24,058
Vehicle Expenses	-	-	-	20,623	20,623	-	-	-	20,623
Professional Fees	411	2,564	32	158	3,165	12,660	-	12,660	15,825
Equipment and Maintenance	1,424	5,696	-	-	7,120	7,120	-	7,120	14,240
Telephone & Internet	937	5,841	72	361	7,211	3,090	-	3,090	10,301
Rent	3,720	4,836	465	279	9,300	-	-	-	9,300
Fundraising Supplies & Expenses	-	-	-	-	-	-	8,780	8,780	8,780
Data Processing	823	5,126	63	316	6,328	-	-	-	6,328
Postage and Shipping	492	3,067	38	189	3,786	-	-	-	3,786
Advertising	618	3,017	-	-	3,635	-	-	-	3,635
Dues and Donations	-	-	-	-	-	3,453	-	3,453	3,453
Office Supplies and Expenses	297	1,854	23	115	2,289	981	-	981	3,270
Training and Conferences	400	1,952	-	-	2,352	-	-	-	2,352
Printing and Publications	140	682	-	-	822	-	-	-	822
Licenses	121	591	-	-	712	-	-	-	712
	<u>\$ 336,009</u>	<u>\$ 1,901,979</u>	<u>\$ 17,461</u>	<u>\$ 151,581</u>	<u>\$ 2,407,030</u>	<u>\$ 234,408</u>	<u>\$ 13,280</u>	<u>\$ 247,688</u>	<u>\$ 2,654,718</u>

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2014

Cash flows from operating activities	
Change in net assets	\$ 162,886
Adjustments required to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	24,058
Net realized and unrealized gain on investments	(61,713)
Decrease in grants, contract funds and accounts receivable, net	20,729
Increase in prepaid expenses	(1,529)
Increase in accounts payable and accrued expenses	4,779
Decrease in deferred revenue	<u>(6,968)</u>
Net cash provided by operating activities	<u>142,242</u>
Cash flows from investing activities	
Purchases of investment securities	(11,974)
Purchases of equipments	<u>(12,909)</u>
Net cash used in investing activities	<u>(24,883)</u>
Increase in cash and cash equivalents	117,359
Cash and cash equivalents - July 1, 2013	<u>851,688</u>
Cash and cash equivalents - June 30, 2014	<u>\$ 969,047</u>
 Supplemental Disclosure of Cash Flow Information	
Cash paid during year for taxes	<u>\$ -</u>
Cash paid during year for interest	<u>\$ -</u>

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities:

The Rockingham Nutrition and Meals on Wheels Program ("RNMOW" or "the Organization") is a nonprofit organization, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code. The organization provides food, nutritional services, transportation and social services to qualified elderly and handicapped individuals residing in Rockingham County, New Hampshire.

Basis of Presentation:

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America ("GAAP"). Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

Support and Revenue:

RNMOW receives the majority of its operating funds in the form of grants or contracts from various federal, state and local government agencies. Grants and contracts are recorded as income upon the award or receipt of pledges, cash or other property subject to compliance with specific terms.

Grants, Contract Funds and Accounts Receivable:

RNMOW carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, RNMOW's management evaluates accounts receivable and establishes an allowance for doubtful accounts, based on history write-offs and collections conditions. The Organization uses the allowance method to account for uncollectible accounts. An allowance in the amount of \$6,000 has been provided at June 30, 2014.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Property and Equipment:

The Organization capitalizes property and equipment over \$1,000. Lesser amounts are expensed. Property and equipment is stated at cost and is considered to be owned by the Organization while in use for the program for which it was purchased or in other authorized programs. However, the funding sources under whose grants the property was acquired may have a reversionary interest in the property. Depreciation is provided using the straight-line method over the estimated useful lives of the property generally as follows:

Furniture and equipment	5-7 years
Vehicles	5 years

Functional Allocation of Expenses:

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Investments:

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the statement of activities. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Contributions:

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. See Note 8 for temporarily restricted net assets at June 30, 2014.

In-Kind Contributions:

The Organization records revenue and expenditures of an in-kind nature which represents the estimated fair market value of donated facilities. The fair market value of these contributions which total \$164,022 for the year ended June 30, 2014 have been included in the accompanying financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**, Continued

Tax Status and Uncertain Tax Positions:

RNMOW is a non-profit organization, exempt from taxation under Internal Revenue Code Section 501(c)(3). Accordingly, no provision for income taxes has been provided for in the accompanying financial statements. In addition, RNMOW has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code. There was no unrelated business income for 2014.

GAAP requires the Organization to evaluate and disclose tax positions that could have an effect on the Organization's financial statements. The Organization reports its activities to the Internal Revenue Service and to the State of New Hampshire on an annual basis. These informational returns are generally subject to audit and review by the governmental agencies for a period of three years after filing. Substantially all of the Organization's income, expenditures and activities relate to its exempt purpose, therefore, management has determined that the Organization is not subject to unrelated business income taxes and will continue to qualify as a tax-exempt not-for-profit entity.

NOTE 2 **INVESTMENTS**

Investments are carried at fair value based on quoted prices in active markets (all Level 1 measurements, see Note 3) and consisted of the following at June 30, 2014:

	<u>Cost</u>	<u>Market Value</u>
Mutual Funds	\$ <u>412,352</u>	\$ <u>516,927</u>

Investment return for the year ended June 30, 2014 was composed of:

Dividends	\$ 11,974
Net unrealized gain	<u>61,713</u>
Total investment return	<u>\$ 73,687</u>

NOTE 3 **FAIR VALUE MEASUREMENTS**

Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of fair value hierarchy under ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets for identical assets. The fair value of mutual funds is based on quoted net asset values of the shares held by the investment account at year-end.

Level 2 – Inputs other than quoted prices in Level 1 that are observable for the assets, either directly or indirectly. The investment account currently has no Level 2 assets.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 3 **FAIR VALUE MEASUREMENTS, Continued**

Level 3 – Significant unobservable inputs for the assets where there is little or no market activity for the assets at the measurement date. The investment account currently has no Level 3 assets.

As required by ASC 820, investments are classified within the level of the lowest significant input considered in determining fair value.

The inputs or methodology described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair value measurements and levels within the fair value hierarchy of those measurements for the assets reported at fair value on a recurring basis at June 30, 2014 are as follows:

Assets at Fair Value as of June 30, 2014

<u>Description</u>	<u>Significant Observable Inputs (Level 1)</u>	<u>Total</u>
Mutual Funds:		
Large Cap Fund	\$230,089	\$230,089
Bond Funds	144,628	144,628
International Funds	108,152	108,152
Real Estate Fund	<u>34,058</u>	<u>34,058</u>
Total assets at fair value	<u>\$516,926</u>	<u>\$516,926</u>

NOTE 4 **PROPERTY AND EQUIPMENT**

A summary of property and equipment at June 30, 2014 is as follows:

Motor vehicles	\$ 81,616
Food service and office equipment	<u>73,595</u>
	155,211
Less: Accumulated depreciation	<u>109,910</u>
Net book value	<u>\$ 45,301</u>

Depreciation expense for the year ended June 30, 2014 was \$24,058.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 5 CONCENTRATION OF CREDIT RISK

The Organization maintains temporary cash investments, which, at times, may exceed Federal Deposit Insurance Corporation (FDIC) limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

During the fiscal year ended June 30, 2014, RNMOW received approximately 61% of its total revenue from two funding sources. At June 30, 2014, amounts due from these two funding sources included in accounts receivable was \$53,484.

NOTE 6 RETIREMENT PLANS

The Organization has in effect a 403(b) plan to provide retirement and incidental benefits for its employees. All of the Organization's employees are eligible to participate in the plan. The Plan generally permits an employee to make elective deferrals up to a maximum annual amount as set periodically by the Internal Revenue Service. At the discretion of the Board, the Organization made matching contributions to the plan computed 2.5% of each participating employee's annual compensation for the fiscal year ended June 30, 2014. All discretionary contributions vest immediately. The Organization's discretionary contributions to the Plan totaled \$9,817 in 2014.

NOTE 7 LEASES

The Organization rents space under tenant-at-will agreements at various locations. Rental costs for the year ended June 30, 2014, were \$9,300.

NOTE 8 TEMPORARILY RESTRICTED NET ASSETS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as specified by the donors. During the fiscal year ended June 30, 2014, \$10,500 were released for program services

Temporarily restricted net assets at June 30, 2014 are available for the following purpose:

Home Delivered Meals	<u>\$10,500</u>
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NOTE 9 BOARD DESIGNATED NET ASSETS

The Board of Directors of RNMOW designated \$915,000 (the equivalent of approximately four months' current operating expenses) of the Organization's unrestricted net assets as a working capital reserve to stabilize its cash flow. These funds are to be used to mitigate program and cash flow risk associated with providing regular uninterrupted meals to the elderly and handicapped population that is served by the Organization. The Board feels this is necessary because reimbursements from the RNMOW's primary funding sources are often not received until well after current expenditures have been made. Due to the critical nature of the Organization's mission, which is to provide food to people at risk, the Board believes that any lapse in service is not acceptable.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 9 BOARD DESIGNATED NET ASSETS, Continued

The Board of Directors has further designated \$30,000 for future capital asset enhancement and replacement.

NOTE 10 SUBSEQUENT EVENTS

Management has evaluated events through October 30, 2014, the date on which the financial statements were available to be issued. No other material subsequent events have occurred since June 30, 2014 that require recognition or disclosure in these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

<u>Federal Grantor/Pass-through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass Through Agency</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services:			
Pass-through from NH Bureau of Elderly and Adult Services:			
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	NH-BEAS	\$ 83,336
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	NH-BEAS	444,779
Nutrition Services Incentive Program	93.053	NH-BEAS	179,519
Social Services Block Grant	93.667	NH-BEAS	<u>216,084</u>
Total Federal Awards			<u>\$ 923,718</u>

Note: The above schedule of expenditures of federal awards includes the federal grant activity of Rockingham Nutrition and Meals on Wheels Program and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from the amounts presented in, or used in the preparation of, the basic financial statements.

SHAHEEN, PALLONE & ASSOCIATES

A PROFESSIONAL CORPORATION OF CERTIFIED PUBLIC ACCOUNTANTS

861 TURNPIKE STREET, NORTH ANDOVER, MA 01845
(978) 686-7200 FAX (978) 686-4314
www.sp-cpa.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of Rockingham Nutrition and Meals on Wheels Program Brentwood, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rockingham Nutrition and Meals on Wheels Program's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material

Independent Auditors' Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*
Page 2

effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 30, 2014

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

*To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire*

Report on Compliance for Each Major Federal Program

We have audited Rockingham Nutrition and Meals on Wheels Program's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Rockingham Nutrition and Meals on Wheels Program's major federal programs for the year ended June 30, 2014. Rockingham Nutrition and Meals on Wheels Program's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Rockingham Nutrition and Meals on Wheels Program's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Rockingham Nutrition and Meals on Wheels Program's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Rockingham Nutrition and Meals on Wheels' compliance.

Opinion on Each Major Federal Program

In our opinion, Rockingham Nutrition and Meals on Wheels Program complied, in all material respects, with the types of compliance requirements referred to above that could have direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control over Compliance

Management of Rockingham Nutrition and Meals on Wheels Program is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over compliance with the type of requirements that could have direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purposes.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 30, 2014

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the financial statements of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2014 and for the year then ended.
2. No significant deficiencies relating to the audit of the financial statements of Rockingham Nutrition and Meals on Wheels Program are reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Rockingham Nutrition and Meals on Wheels Program were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by *OMB Circular A-133*.
5. The auditors' Report on Compliance for the major federal award programs for Rockingham Nutrition and Meals on Wheels Program expresses an unqualified opinion.
6. There were no audit findings relative to the major federal award programs of Rockingham Nutrition and Meals on Wheels Program.
7. The programs tested as a major program include:

<u>Program</u>	<u>CFDA No.</u>
Special Programs for the Aging – Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging – Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053

8. The threshold for distinguishing types A and B programs was \$300,000 and \$100,000, respectively.
9. Rockingham Nutrition and Meals on Wheels Program was determined to be a low-risk auditee.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

None.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAM AUDIT

None.

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INDEPENDENT AUDITORS' COMMENTS ON OTHER MATTERS

A. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

2013 - No findings were noted in prior year.

B. PROVIDER ORGANIZATION RESPONSE TO AUDIT REPORT

The contents of the audit report were discussed with the Finance Committee of the Organization's Board of Directors as well as Debra Perou, Executive Director of Rockingham Nutrition and Meals on Wheels Program by John M. Pallone, Partner of Shaheen, Pallone & Associates, P.C., Certified Public Accountants.

All of the responsible officials of Rockingham Nutrition and Meals on Wheels Program are in agreement with the auditors' conclusion.

Rockingham Nutrition & Meals on Wheels Program

RNMOW Board of Directors 2014 - 2015

<u>Name & Start Date:</u>	<u>Address:</u>	<u>Contact Info:</u>	<u>Officers & Committees:</u>
Paul A. Hamblett <i>October 2006</i>			<i>Chairman</i> Finance Fundraising - Chair
Dennis J. Brady <i>October 2006</i>			<i>Vice-Chairman</i> Operations - Chair Finance
Diane Kerr <i>September 2003</i>			<i>Secretary</i> Governance Operations
David Barka <i>September 2003</i>			<i>Treasurer</i> Fundraising Finance –Chair
Robert A. Davis <i>January 2011</i>			Finance
Tim Diaz <i>May 2014</i>			Governance Finance
Sallyann Hawko <i>April 2009</i>			Fundraising Governance Operations
Chris Kelsey <i>March 2010</i>			Governance - Chair Operations
George A. Miller <i>January 2012</i>			Finance Fundraising

** = preferred method of contact*

Debra Perou

Experience

1978- Present Rockingham Nutrition and Meals on Wheels Program, Inc
106 North Road, Brentwood, NH 03833

Position Description: Executive Director of the Rockingham Nutrition and Meals on Wheels Program, a private nonprofit organization that provides congregate and home delivered meals, social services and transportation to elderly and disabled residents living in Rockingham County, New Hampshire, a 37 town catchment area. Responsibilities include grant writing and presentation, personnel management, development and evaluation (76 employees), program operation and development (12 program locations, 4 programs); coordination of services, review and monitoring of programs, public relations, fundraising, budget preparation and implementation, work with and for the agency's Board of Directors, including implementation of their decisions; all federal, state, and local reporting requirements, and other duties related to the management of a nonprofit organization.

Education

BA, Summa Cum Laude, Political Science 1978 Bowdoin College, Brunswick Maine. James Bowdoin Scholar. Phi Beta Kappa.

Continuing Education:

- University of New Hampshire Management Courses
- Applied Food Service Sanitation Course
- Rivier College Management Training
- New England Hospital Assembly Management Courses,
- And numerous seminars, workshops, and training on aging, personnel, volunteers, fundraising, board development, general management and more.

Professional Affiliations

- The National Association of Nutrition and Aging Services
- Meals on Wheels Association of America
- New Hampshire Senior Nutrition Network
- New England Regional Conference Committee (Co-Chair)
- NH Center for Nonprofits

Jaymie Lee Chagnon

Education

High School Diploma - Salem NH
University of Lowell – 2 yrs

Work Experience

December 1988 - Present

Rockingham Nutrition & Meals on Wheels Program

Assistant Director

- Support Director in any aspect needed (i.e. filing in for her in her absence, assisting her with state contracts)
- Work with Caterer on menu planning, problems, etc.
- Fundraising – town request, miscellaneous grants, fundraising events, etc.
- Assist with Staff Development (hiring, firing, training)
- Design spreadsheets, forms, newsletters, brochures, etc.
- Handle general correspondence (i.e. thank you notes, In Memoriams)
- Cover for other staff in their absence and assist them with work load when needed
- Assist in planning and organizing various events (i.e. volunteer luncheon, Day of Caring)

1980 – August 1987

K-Mart Corporation

AOD – Assistant Manager

- Help Store Manager oversee each department and employees, allocate job assignments
- Handle all customer relationship issues – complaints, purchase approvals, etc.
- Handle various personnel issues – hiring, firing, write ups, training.
- Verify and secure cash receipts for armored guard collection
- Track various data such as ordered, received, and sold.

Skills/Certifications

Notary Republic
ServSafe Certified
HR Training Certified
Microsoft Training Certified
Safety Training
30 years of Management Experience

Professional Affiliations

National Association of Nutrition and Aging Services
Meals on Wheels Association of America
New England Regional Conference
NH Center for Nonprofits

Cyndi Mielke

Professional Highlights **Payroll Accounting Clerk**

- Process all aspects of payroll
- Verifies and pays bills
- Inputs and monitors incoming revenue
- Creates and submits financial reports to Director and Finance Committee
- Supports employee with HR needs such as insurance questions and other benefits
- Processes and monitors FMLA and other Leaves of Absences
- Process and monitors Workers Comp claims
- Researches options for cost saving opportunities (phone company, insurance options, etc.)
- Tracks employee benefits such as Earned Time
- Compiles various reports required by various funding sources
- Maintain Employment records
- Attends training sessions to stay abreast of current Labor Law requirements

Administrative Assistant

- Compiled and processed meal orders and changes
- Collected and monitored donations and other funding receipts
- Primary contact for phone calls and reception area
- Processed in and outgoing correspondence
- Assist staff with administrative duties as requested

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Powerpoint
- Cognos
- PLM
- QuickBooks
- 12 years in data collections and processing
- 12 years experience in various aspects of office duties
- 18 years experience in financial tracking
- Strong grasp of prioritizing tasks
- Strong organizational and communications skills

Employment History

Payroll Accounting Clerk	RNMOW, Brentwood, NH	2013 to present
Administrative Assistant	RNMOW, Brentwood, NH	2013
Executive Assistant	The Timberland Company	2000 - 2012
CEO Secretary	Service Credit Union	

Education

Associate Degree in Business
Northern Essex Community College

ROCKINGHAM NUTRITION & MEALS ON WHEELS PROGRAM

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Debra Perou	Executive Director	\$75,965.50	65%	\$49,377.58
Jaymie Chagnon	Assistant Director	\$51,797.21	65%	\$33,668.19
Cyndi Mielke	Payroll Bookkeeping Clerk	\$32,136.00	65%	\$20,888.40

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Rockingham Nutrition and Meals on Wheels Program, Inc.		1.4 Contractor Address 106 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number (603) 679-2201	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,639,485
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Debra Perou</i>		1.12 Name and Title of Contractor Signatory Debra Perou Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/15/14</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] <i>Jaymie A. Chagnon</i> JAYMIE LEE CHAGNON Notary Public - New Hampshire My Commission Expires February 2, 2016			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Jaymie Chagnon, Notary Public</i>			
1.14 State Agency Signature <i>Sharon Rocken</i>		1.15 Name and Title of State Agency Signatory <i>Sharon Rocken Director</i>	
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: <i>Willie Brun</i> On: <i>6/3/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: JP
Date: 5/15/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: JP
Date: 5/15/17

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.

Contractor Initials: SP
Date: 5/15/14



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service. The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



Exhibit A

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

NAME OF SERVICE	COUNTY/COUNTIES	TOWNS/CITIES WHERE SERVICES WILL BE OFFERED
Transportation	Rockingham	We belong to two RCC's and currently provide service directly or through others in Atkinson, Brentwood, Candia, Danville, Deerfield, Derry, East Kingston, Epping, Exeter, Fremont, Hampstead, Kingston, Londonderry, Newington, Newton, Northwood, Nottingham, Plaistow, Portsmouth, Raymond, Sandown, and Stratham.
HD/MOW Meals	Rockingham	*All 37 cities & towns of Rockingham County
Congregate Meals	Rockingham	We provide congregate meals to any eligible senior willing to come to our Congregate mealsite locations, with primary focus on the seniors of all 37 cities & towns of Rockingham County. Our dining facilities are located in the following towns. Derry, Exeter, Hampton, Londonderry, Newmarket, Plaistow, Portsmouth, Raymond (2 centers), Salem, Seabrook, and Windham
Rockingham County includes: Atkinson, Auburn, Brentwood, Candia, Chester, Danville, Deerfield, Derry, East Kingston, Epping, Exeter, Fremont, Greenland, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Londonderry, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Portsmouth, Raymond, Rye, Salem, Sandown, Seabrook, South Hampton, Stratham, and Windham		

Exhibit A-2
July 1, 2014 through June 30, 2015

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels											
Site	Location	Site Hours Opens-Closes	Dining Hours	Days of Week Svs. Provided	Avg # of Meals Per Day	Home Delivered	Recent Inspections		Date of Most	Health	
							M Tu W Th F Sa Su	Congregate			Fire
1. Site Name	Marion Gerrish Center	8:30 - 1:00	11:45 - 12:45	M Tu W Th F	20	125	05/01/2014	12/06/2013			
2. Street	63 East Broadway										
3. Town/City	Derry, NH 03038										
4. Telephone #	434-5148										
1. Site Name	Exeter Senior Center	8:30 - 1:00	11:45 - 12:45	M Tu W Th F	27	113	02/12/2013	04/07/2014			
2. Street	30 Court Street										
3. Town/City	Exeter, NH 03833										
4. Telephone #	778-8196										
1. Site Name	United Methodist Church	9:00 - 1:00	11:45 - 12:45	M Tu W Th F	12	79	01/31/2013	11/08/2011			
2. Street	525 Lafayette Road										
3. Town/City	Hampton, NH 03842										
4. Telephone #	929-1108										
1. Site Name	Londonderry Senior Center	9:00 - 1:00	12:00 - 1:00	Tu W Th	23	0	05/01/2013	01/10/2012			
2. Street	Mammoth Road										
3. Town/City	Londonderry, NH 03053										
4. Telephone #	432-7509										

Exhibit A-2
July 1, 2014 through June 30, 2015

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels

Site	Location	Site Hours Opens-Closes	Dining Hours	Days of Week Svs. Provided	Avg # of		Date of Most	
					Congregate	Meals Per Day	Home Delivered	Recent Inspections
				M Tu W Th F Sa Su			Fire	Health
1. Site Name	Newmarket Senior Center	9:00 - 1:00	12:00 - 1:00	M Tu W Th F	12	50	06/25/2013	08/20/2013
2. Street	2 Terrace Drive							
3. Town/City	Newmarket, NH 03857							
4. Telephone #	659-3150							
1. Site Name	Vic Geary Center	9:00 - 2:00	12:00 - 1:00	M Tu W Th F	45	142	12/03/2013	02/25/2014
2. Street	18 Greenough Road							
3. Town/City	Plaislow, NH 03865							
4. Telephone #	382-5995							
1. Site Name	Altantic Heights	9:00 - 1:00	12:00 - 1:00	M Tu W Th F	8	129	05/01/2012	12/16/2013
2. Street	40 Bedford Way							
3. Town/City	Portsmouth, NH 03801							
4. Telephone #	997-6316							
1. Site Name	Ray-Fre Senior Center	9:00 - 1:00	11:45 - 12:45	Tu Th	21	0	02/02/2013	07/25/2013
2. Street	64 Main Street							
3. Town/City	Raymond, NH 03077							
4. Telephone #	895-3258							

Exhibit A-2
July 1, 2014 through June 30, 2015

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels

Site	Location	Site Hours Opens-Closes	Dining Hours	Days of Week Svs. Provided M Tu W Th F Sa Su	Avg # of		Date of Most	
					Meals Per Day Congregate	Home Delivered	Recent Inspections Fire	Health
1. Site Name	Congregational Church	9:00 - 1:00	11:30 - 12:30	M Tu W Th F	3	123	01/14/2014	09/01/2013
2. Street	One Church Street							
3. Town/City	Raymond, NH 03077							
4. Telephone #	895-1479							
1. Site Name	Ingram Senior Center	8:30 - 1:30	11:30 - 12:00	M Tu W Th F	35	114	01/31/2014	11/14/2013
2. Street	1 Sally Sweet Way							
3. Town/City	Salem, NH 03079							
4. Telephone #	893-2137							
1. Site Name	Seabrook Community Center	9:00 - 1:00	11:45 - 12:45	M Tu W Th F	16	60	05/30/2012	09/29/2011
2. Street	311 Lafayette Road							
3. Town/City	Seabrook, NH 03874							
4. Telephone #	474-2139							
1. Site Name	Windham Senior Center	10:00 - 1:00	12:00 - 1:00	Tu Th	23	0	04/16/2013	04/16/2014
2. Street	5 North Lowell Street							
3. Town/City	Windham, NH 03087							
4. Telephone #	434-2411							



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	120,000	125,600	\$ 619,680.00
Title XX	106,000	108,400	\$ 546,620.00

Contractors Initials: AP
 Date: 5/13/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

Rockingham Nutrition and Meals on Wheels Program		
Col. A	Col. B	Col. C
	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Funding Title III C1	53,000	\$ 291,500.00

Contractors Initials: AP
Date: 5/15/14

**Exhibit B-3
 Transportation Services
 July 1, 2014 through June 30, 2015**

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total maximum Amount Allowed by Funding
Title III B	15,964	140,000	\$ 181,685.00

Contractors Initials: *SP*
 Date: *5/15/14*



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;

SP



- 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.

SP



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



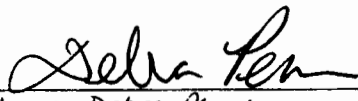
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: *Rockingham Nutrition & Meals on Wheels*

5/15/14
Date


Name: *Debra Perou*
Title: *Executive Director*

Contractor Initials *DP*
Date 5/15/14



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

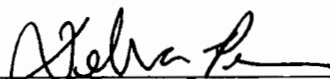
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Rackingham Nutrition & Meals on Wheels*

5/15/14
Date


Name: *Debra Perou*
Title: *Executive Director*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Rockingham Nutrition & Meals on Wheels*

5/15/14
Date

Debra Perou
Name: *Debra Perou*
Title: *Executive Director*

Contractor Initials *DP*

Date *5/15/14*




**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: *Rockingham Nutrition & Meals on wheels*

5/15/14
Date


Name: *Debra Aron*
Title: *Executive Director*



State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 395 D. W. Highway, Merrimack, NH, 03054.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved by the Attorney General on December 17, 2014, and (Amendment #2 to the Contract) approved by the Attorney General on April 22, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$3,798,621.95.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.



8. Delete in its entirety Exhibit A-2 Congregate Site Information.
9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety 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.

The remainder of this page is left intentionally blank.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts

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

5/5/15
Date

Mary Langley
Diane Langley
Director

St. Joseph Community Services, Inc.

4/24/15
Date

Meghan Brady
NAME Meghan Brady
TITLE President

Acknowledgement:

State of N.H., County of Hillsborough on 4/24/15, 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

[Signature]

Name and Title of Notary or Justice of the Peace



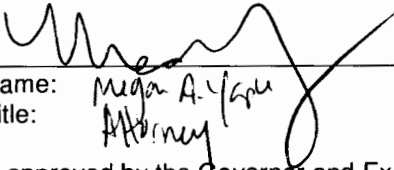


**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 5/22/15


Name: Megan A. Gove
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: _____



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker.

The Contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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.

Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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 Nutrition and Transportation Services

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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
 The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

-
- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-4

Contractor Name: St. Joseph Community Services, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	67,000		\$368,500.00	16,750		\$92,125.00
	Title III C-2 Home Delivered Meals	182,164	126,971	\$921,586.70	45,541	31,743	\$230,396.75
	Title IIIB Transportation	4,458	36,641	\$49,999.80	1,115	9,160	\$12,504.25
	Title XX Home Delivered Meals	68,618	51,298	\$348,186.70	17,155	12,825	\$87,049.25



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.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials MB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 4/24/15



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: St. Joseph Community Services, Inc

Meghan Brady

Name: Meghan Brady
Title: President

4/24/15
Date

Exhibit G

Contractor Initials MB

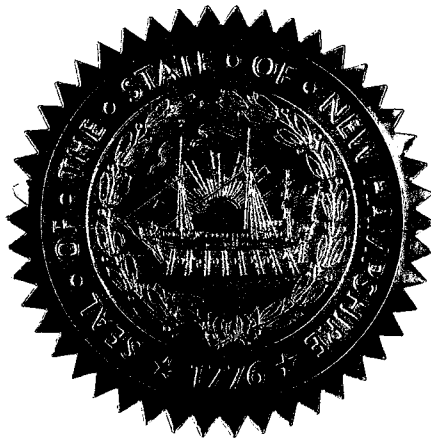
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 4/24/15

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 St. Joseph Community Services, Inc. is a New Hampshire nonprofit corporation formed July 26, 1977. 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 8th day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John Getts, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of St. Joseph Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 5, 2014:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24 day of April, 2015.
(Date Contract Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John Getts
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 24 day of April, 2015.

By John Getts
(Name of Elected Officer of the Agency)

Shirley Beeland
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/28/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beuregard PHONE (A/C, No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeuregard@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED STJOS4 St Joseph Community Services, Inc 395 Daniel Webster Hwy Merrimack NH 03054-4128	INSURER A: Hanover Insurance	
	INSURER B: Berkley Risk Administrators	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** 242459817 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			ZBV6232522	10/1/2014	10/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ABV5937637	10/1/2014	10/1/2015	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV6229471	10/1/2014	10/1/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC288300623300	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			ZBV6232522	10/1/2014	10/1/2015	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Non Profit organization providing "Meals On Wheels" services. Workers Compensation Information: no excluded officers; coverage for NH. Volunteer Board of Directors

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Dept. of Health & Human Services Contracts & Procurement Attn: Catherine Cormier; 129 Pleasant St. Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MISSION STATEMENT

St. Joseph Community Services fosters independence and life enrichment for seniors and other qualified adults through nutrition, social engagement and community services.

ST. JOSEPH COMMUNITY SERVICES, INC.

Financial Statements

For the Year Ended September 30, 2014

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
St. Joseph Community Services, Inc.

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of St. Joseph Community Services, Inc., which comprise the statement of financial position as of September 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of St. Joseph Community Services, Inc. as of September 30, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's fiscal year 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 9, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2013 is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2014 on our consideration of St. Joseph Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering St. Joseph Community Services, Inc.'s internal control over financial reporting and compliance.

Melanson Heath

December 16, 2014

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Financial Position

September 30, 2014

(with comparative totals as of September 30, 2013)

ASSETS	Unrestricted		Board Designated	2014		2013	
	Unrestricted			Total	Total		Total
Current Assets:							
Cash and cash equivalents	\$ 798,031	\$ 128,537	\$	926,568	\$	883,483	
Grants receivable, net	209,834	-		209,834		179,140	
Promises to give	157,733	-		157,733		153,988	
Other current assets	35,022	-		35,022		33,167	
Total Current Assets	<u>1,200,620</u>	<u>128,537</u>	<u>1,329,157</u>			<u>1,249,778</u>	
Noncurrent Assets:							
Property and equipment, net	146,707	-		146,707		149,730	
Total Noncurrent Assets	<u>146,707</u>	<u>-</u>	<u>146,707</u>			<u>149,730</u>	
TOTAL ASSETS	<u>\$ 1,347,327</u>	<u>\$ 128,537</u>	<u>\$ 1,475,864</u>			<u>\$ 1,399,508</u>	
<u>LIABILITIES AND NET ASSETS</u>							
Current Liabilities:							
Accounts payable	\$ 120,013	\$ -	\$	120,013	\$	112,047	
Accrued expenses	86,771	-		86,771		84,354	
Deferred revenue	-	-		-		16,379	
Total Current Liabilities	<u>206,784</u>	<u>-</u>	<u>206,784</u>			<u>212,780</u>	
Net Assets:							
Unrestricted	1,140,543	-		1,140,543		1,019,663	
Board designated	-	128,537		128,537		142,065	
Temporarily restricted	-	-		-		25,000	
Total Net Assets	<u>1,140,543</u>	<u>128,537</u>	<u>1,269,080</u>			<u>1,186,728</u>	
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,347,327</u>	<u>\$ 128,537</u>	<u>\$ 1,475,864</u>			<u>\$ 1,399,508</u>	

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Activities

For the Year Ended September 30, 2014

(with comparative totals for the year ended September 30, 2013)

	Unrestricted		Temporarily Restricted	2014		2013	
	Unrestricted	Board Designated		Total	Total		
Support and Revenue:							
Bureau of Elderly and Adult Services:							
Title III and related programs	\$ 1,636,199	\$ -	\$ -	\$ 1,636,199	\$ 1,690,554		
Nutrition Services Incentive Program	211,900	-	-	211,900	219,616		
CFI	256,988	-	-	256,988	279,605		
Contributions	790,684	-	-	790,684	801,041		
Fundraising	50,727	-	-	50,727	46,686		
In-kind services	242,897	-	-	242,897	237,449		
Interest income	1,454	-	-	1,454	5,324		
Other income	12,274	-	-	12,274	819		
Write offs	(27,087)	-	-	(27,087)	-		
Net assets released from restriction	38,528	(13,528)	(25,000)	-	-		
Total Support and Revenue	3,214,564	(13,528)	(25,000)	3,176,036	3,281,094		
Expenses:							
Programs	2,711,036	-	-	2,711,036	2,747,602		
Management and general	281,265	-	-	281,265	276,357		
Fundraising	101,383	-	-	101,383	82,106		
Total Expenses	3,093,684	-	-	3,093,684	3,106,065		
Change in net assets	120,880	(13,528)	(25,000)	82,352	175,029		
Net Assets, Beginning of Year	1,019,663	142,065	25,000	1,186,728	1,011,699		
Net Assets, End of Year	\$ 1,140,543	\$ 128,537	\$ -	\$ 1,269,080	\$ 1,186,728		

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2014

(with comparative totals for the year ended September 30, 2013)

	Program Services	Management and General	Fundraising	2014 Total	2013 Total
Accounting fees	\$ -	\$ 12,400	\$ -	\$ 12,400	\$ 55,485
Advertising	-	5,797	-	5,797	4,001
Depreciation	16,469	1,684	561	18,714	16,002
Dues and subscriptions	3,110	318	106	3,534	3,284
Employee benefits	83,514	25,574	10,230	119,318	107,014
Food	1,086,909	-	-	1,086,909	1,053,405
Insurance	47,721	4,880	1,627	54,228	75,399
Legal fees	1,449	563	-	2,012	1,094
Other expenses	19,054	1,699	569	21,322	25,216
Occupancy	298,004	9,564	3,826	311,394	316,436
Office expenses	60,243	34,252	10,750	105,245	108,618
Payroll taxes	62,169	12,621	5,048	79,838	82,653
Retirement contributions	11,438	6,240	2,496	20,174	18,733
Salaries and wages	779,945	160,673	64,269	1,004,887	994,714
Staff development	14,064	1,277	426	15,767	9,158
Supplies	147,442	-	-	147,442	145,520
Travel	79,505	3,723	1,475	84,703	89,333
Total Functional Expenses	\$ 2,711,036	\$ 281,265	\$ 101,383	\$ 3,093,684	\$ 3,106,065

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Cash Flows

For the Year Ended September 30, 2014

(with comparative totals for the year ended September 30, 2013)

	<u>2014</u>	<u>2013</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 82,352	\$ 175,029
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	18,714	16,002
(Increase) decrease in:		
Grants receivable	(30,694)	(74,191)
Promises to give	(3,745)	(1,349)
Other current assets	(1,855)	(6,639)
Increase (decrease) in:		
Accounts payable	7,966	(85,085)
Accrued expenses	2,417	(910)
Deferred revenue	<u>(16,379)</u>	<u>(5,967)</u>
Net Cash Provided By Operating Activities	58,776	16,890
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets	<u>(15,691)</u>	<u>(17,953)</u>
Net Cash Used By Investing Activities	<u>(15,691)</u>	<u>(17,953)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	43,085	(1,063)
Cash and Cash Equivalents, Beginning	<u>883,483</u>	<u>884,546</u>
Cash and Cash Equivalents, Ending	<u>\$ 926,568</u>	<u>\$ 883,483</u>

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Notes to the Financial Statements

1. Organization

St. Joseph Community Services, Inc. (the Organization), is a nonprofit health and welfare organization. The Organization provides services to elderly and low-income individuals. The primary sources of revenue are federal and state grants or contracts, in addition to individual and outside contributions. Services are provided according to the following program categories:

Title III B - Provides health and welfare counseling, escort and transportation services, information, referral, recreational activities, nutritional education, and outreach services for the elderly.

Title III C - Provides congregate and home delivered meals for people over 60 years of age.

Title XX - Provides home delivered meals for people that meet income and disability requirements.

Other Programs - Revenues and expenses from various fundraising and non-program activities.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended September 30, 2014, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization received a substantial amount of services donated by individuals in carrying out its programs. The value of these contributed services is not reflected in the financial statements. The estimated value for these services for the year ended September 30, 2014 is \$517,620.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

St. Joseph Community Services, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended September 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$926,568 at September 30, 2014. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at September 30, 2014. The bank balance is categorized as follows:

Insured by the FDIC	\$ 442,146
Uninsured or uncollateralized	<u>568,524</u>
Total bank balance	<u>\$ 1,010,670</u>

4. Grants Receivable, Net

Grants receivable are comprised of the following at September 30:

	<u>2014</u>	<u>2013</u>
State of New Hampshire	\$ 148,235	\$ 147,360
Nutrition Services Incentive Program	18,103	19,618
Other receivables	<u>43,496</u>	<u>12,162</u>
Total	<u>\$ 209,834</u>	<u>\$ 179,140</u>

5. Other Current Assets

Other current assets consist of the following at September 30:

	<u>2014</u>	<u>2013</u>
Prepaid insurance	\$ 17,424	\$ 18,784
Other prepaid expenses	<u>17,598</u>	<u>14,383</u>
Total	<u>\$ 35,022</u>	<u>\$ 33,167</u>

6. Property, Equipment, and Depreciation

A summary of the components of property and equipment is presented below:

	<u>2014</u>	<u>2013</u>
Building	\$ 311,501	\$ 311,501
Furniture and equipment	222,497	220,334
Vehicles	71,990	71,990
Computer equipment	<u>13,528</u>	<u>-</u>
Subtotal	619,516	603,825
Less: accumulated depreciation	<u>(472,809)</u>	<u>(454,095)</u>
Total	<u>\$ 146,707</u>	<u>\$ 149,730</u>

Depreciation expense for the year ended September 30, 2014 and 2013 totaled \$18,714 and \$16,002, respectively.

7. Accrued Expenses

Accrued expenses consist of the following at September 30:

	<u>2014</u>	<u>2013</u>
Accrued payroll and related expenses	\$ 48,897	\$ 42,617
Accrued compensated absences	<u>37,874</u>	<u>41,737</u>
Total	<u>\$ 86,771</u>	<u>\$ 84,354</u>

8. Board Designated Net Assets

On September 22, 1982, the Board of Directors voted to designate two specific purpose funds. These funds cannot be used without the approval of the Board of Directors. The following schedule summarizes the Organization's board designated funds for the fiscal year ended:

	<u>2014</u>	<u>2013</u>
Replacement of assets for expenditures for minor assets	\$ 64,953	\$ 78,481
Capital reserve for expenditures for major assets	<u>63,584</u>	<u>63,584</u>
Total	<u>\$ 128,537</u>	<u>\$ 142,065</u>

9. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

10. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that has an attorney who serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the years ended September 30, 2014 and 2013, the total legal expense from related parties was \$1,512 and \$1,094, respectively. There were no amounts owed from the Organization for legal services at September 30, 2014 and 2013.

The Organization purchases insurance through an insurance broker that has a principle who serves on the Organization's Board of Directors. The principle board member does not personally benefit from the relationship with the organization. There were no expenses paid to this insurance broker for the year ended September 30, 2014.

11. Tax-deferred Annuity Plan

During the year ended September 30, 2014, the Organization offered a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization contributes 4% of gross salaries to the plan for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were \$20,174 and \$18,733 for the years ended September 30, 2014 and 2013, respectively.

12. Operating Leases

The Organization leases office space and other facilities under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2014. The Organization also rents additional facilities on a month-to-month basis. Rent expense under these agreements totaled \$49,327 and \$53,334 for the years ended September 30, 2014 and 2013, respectively.

13. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2014 and 2013,

the Bureau of Elderly and Adult Services accounted for 66% and 67%, respectively, of total revenues.

The Organization, by contract, relies 100% on one vendor to provide food services required to carry out the purpose of the Organization. The Organization's contract with this vendor will expire on September 30, 2014 and can be renewed for 3 additional 1-year periods.

14. Fair Value Measurements

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents and unconditional promises to give to be received in less than one year approximate fair value because of the short maturity of those financial instruments. The fair value of

unconditional promises to give to be received in more than one year is determined based on discounted future cash flows.

15. In-kind Services

In-kind services consist primarily of donated rent at estimated fair market value.

16. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2014 through December 16, 2014, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**St. Joseph Community Services, Inc.
Board of Directors 2014-2015**

<p>Mary Atwood, Treasurer <i>(Assistant General Agent, MassMutual)</i></p>	<p>David Gilmour, M.D. <i>(Retired Physician)</i></p>
<p>Meghan Brady <i>(President, St. Joseph Community Services)</i></p>	<p>James P. Harris (J.P.), Secretary <i>(Shareholder, Sheehan Phinney Bass + Green, P.A.)</i></p>
<p>Rep. Chris Christensen <i>(State Representative)</i></p>	<p>Joel Kress</p>
<p>Philip R. Currier <i>(Attorney, Currier & Currier, P.C.)</i></p>	<p>Peter M. Labombarde <i>(Director, Gift Planning & Individual Giving, Saint Anselm College)</i></p>
<p>Roger R. Dionne, M.D. <i>(Retired Physician)</i></p>	<p>Matthew Mercier <i>(President and Founder, Acapella Technologies)</i></p>
<p>Katharine S. Face <i>(Asst. V.P. Retail Banking Administrator, Lake Sunapee Bank)</i></p>	<p>Richard Plamondon, Chairman <i>(V.P. Finance/CFO, St. Joseph Hospital)</i></p>
<p>James Gay <i>(Director, Fidelity Investments)</i></p>	<p>Jim Scammon <i>(Executive Vice President, Granite Group Benefits)</i></p>
<p>John R. Getts, Vice Chairman <i>(President and CEO, Home Health and Hospice)</i></p>	<p>Sharon Hagenow <i>(Director of Finance, Gigunda Group)</i></p>

MEGHAN BRADY, CP

EXPERIENCE:

ST. JOSEPH COMMUNITY SERVICES, INC.

7/95 to present

President

Manage nutrition, transportation and support programs meeting the needs of 3,000 elderly and disabled residents of Hillsborough County, NH. Administer a \$3.0 million budget, operating within both agency goals and guidelines and those set by federal and state funding sources. Prepare and defend proposals to United Ways, service organizations, and municipalities. Develop other funding sources to meet growing need that is not covered by limited state and federal dollars. Over 19 years, raised an additional \$3.7 million through donor development, writing grants and initiating and managing fundraisers.

Negotiate contracts and construct bid for agency's million-dollar food contract. Responsible for 72 employees and 22 nutrition sites. Represent agency in community via public speaking engagements and testimony before legislators, describing needs of elderly and disabled adults. Oversee coordination of volunteer program, with 450 volunteers; this program saves \$500,000 a year. In 2007, became certified in Logic Model Design for Outcome Measurement and Program Improvement. In 2011, agency became accredited at Exemplary Level through the Meals on Wheels Association of America (MOWAA), a national association for Meals on Wheels providers.

HOME HEALTH & HOSPICE CARE

Director of Supportive Care

3/93-6/95

Reported to the President/CEO as the director of one of three clinical divisions. Administered \$437,000 in government grants providing a variety of services to 500 elderly clients in the greater Nashua area. Prepared and administered a total budget of \$1.3 million. Raised funds through grant research and direct involvement with agency fundraising events. Responsible for 6 supervisors and 115 employees. Duties involved direct interaction with the agency board of directors. Promoted public advancement of programs and agency. Represented the agency through extensive community involvement. Obtained an outstanding rating for the Supportive Care Division from the first Joint Commission on Accreditation of Healthcare Organizations (JCAHCO) evaluation performed at the agency.

BANK OF IRELAND FIRST HOLDING, INC.

12/86-1/93

First NH Investment Services

Assistant Trust Officer

10/91 to 1/93

Responsible for the administration of both personal and endowment accounts. Served as the customer's main contact and coordinated involvement of investment, operations and tax areas. Served as chairperson of the Administrative Officer Committee, the purpose of which was to design training materials for the administrative area and oversee implementation. Responsible for the internal training of employees in related affiliates in the investment company's services and products.

Business Development Officer

6/88 to 10/91

Drafted proposals and organized and led new business presentations. Averaged \$7 million a year in new business working in a geographic area that previously had no representation.

First NH Bank

Senior Personal Banker

12/86 to 6/88

Responsible for training and managing Personal Bankers and Customer Service Representatives to actively cross sell the bank's financial services. Counseled customers in financial matters relating to retail accounts, investment vehicles, consumer loans and commercial accounts. Consistently exceeded cross sell goals. Assisted senior management in hiring and performance appraisals. Generated new business leads and promoted bank visibility through attendance at various community functions.

EDUCATION:

Paralegal Certificate Program.

New Hampshire Technical Institute, Concord, NH

Valedictorian. Graduated 2007. Passed National Certification Test in May 2008.

Logic Model Design for Outcome Measurement & Program Improvement.

Southern New Hampshire University: School of Economic Development

Training Certificate. April 2007.

Masters of Business Administration

University of Massachusetts, Amherst, MA

Concentration: Marketing. Graduated 1982

Bachelor of Arts

University of Massachusetts, Amherst, MA

Major: Spanish - one year study abroad. Graduated 1980.

COMMUNITY SERVICE:

Paralegal Association of New Hampshire, 2008 to Present:

Board of Directors, 2009 to Present

State of New Hampshire Conference on Aging

Co-Chair for 2005 Conference

Nashua Rotary West, 1991 to Present:

Board of Directors, 1993-1995; 2009-2011

Paul Harris Fellow, 1992

Initiated Mother Child Literacy Program through State of NH Women's Prison in Goffstown.

Leadership NH, Class of 1997

New Hampshire Coalition of Aging Services, 1995 to present

Treasurer, 2001-2003

Secretary, 2004-2008

Agency Liaison to Heritage United Way Board of Directors, 1998 – 2000

Greater Nashua Chamber of Commerce: 1989-1992

Committees: Program 1989-1991

Outlook 1989 – Co-chair

Outlook 1990 – Chair

Tri-City Business after Hours – 1990

Volunteer

Donate time to, and assist with fundraising for, numerous community non-profit organizations.

BROOKE HOLTON

EXPERIENCE (CONTINUED)

1986 - 2003 **Department of Safety** **Concord, NH**
2003 **Program Specialist II** **Grants Management/Commissioner's Office**
Coordinated and organized constituency outreach meetings statewide for rollout of new federal grant program. Evaluated short and long-term policy changes and program implementation. Reviewed criteria for equitable allocation of funds. Managed in depth inventory of equipment.

1999-2003 **Paralegal II** **Prosecution/Assistant Commissioner's Office**
Management/delegation of work; selection, training and retention of clerical staff. Provided legal research and writing. Summarized statistical data; prepared reports for presentation to administration. Evaluated policies. Created grant proposals.

1989-1999 **Communications Specialist III** **State Police Headquarters**
Disseminated relevant information to troopers responding to both routine and critical incidents. Instructed and certified local, county and state personnel. Developed and implemented training program.

EDUCATION

Southern New Hampshire University
MS Organizational Leadership [*Matriculated*]
MS Certificate Human Resource Management [*June 2013*]

Boston University School of Management
Certificate Nonprofit Management and Leadership

Franklin Pierce College
BA Human Services/Public Administration [*Magna Cum Laude*]
Certificate Paralegal Studies

PROFESSIONAL AND VOLUNTEER ACTIVITY

Greater Manchester Regional Coordination Council **2010 - Present**
Treasurer

Fight To Educate **2001 - Present**
Founding Member, Executive Committee

SEE Science Center **2008 - 2012**
Board of Directors, Strategic Planning Committee, Governance Committee

NANCY J. QUICK



EMPLOYMENT HISTORY

St. Joseph Community Service, Inc. (October 2014-Present)

Controller

- Responsible for all accounting operations
- Prepare all program, statistical and financial reports as required by Grantors, Contractors, and Board of Directors for review and approval
- Maintain a system of accounting records, including a comprehensive set of controls and budgets designed to mitigate risk, enhance the accuracy of the agency's reported financial results and ensure that reported results comply with generally accepted accounting principles

Contract Positions – Various Organizations (2002-2014)

- AR, AP, GL and Payroll
- Budgets, Account Reconciliations and Cash Flow Projections
- Manufacturing, Non Profit and Retail Organizations
- Requested back on numerous occasions by clients

DiaCom Corporation, Amherst, NH (Startup 1983-2001)

Vice President of Finance and Administration

- Full responsibility for all administrative and financial operations
- Purchasing, human resources and operations/sales support
- Worked directly with vendors and customers
- Month-end and year-end adjustments and closing entries
- Executive support for President and Board of Directors
- Monthly reporting package for shareholders and directors

EDUCATION:

B.S. Business Administration 1990

New Hampshire College, Manchester, NH - Graduated Magna cum Laude

STRENGTHS:

- Accounting (QuickBooks, Great Plains and others)
- Problem Solving & Project Management
- Strong Organization and Time Management Skills
- Computer Skills (MS Word, Excel, Outlook, Database)
- Communication Skills (Written, Verbal, Phone)
- Positive Attitude and Strong Work Ethic

Maria A. Boren

OBJECTIVE

To use my skills and experiences in an environment that fosters services to others and challenges me to grow professionally.

EXPERIENCE

1/1/2008 TO PRESENT
PROGRAM MANAGER

St. Joseph Community Services

Merrimack, NH

Responsible for the provision of Nutrition & Social Support Training and customer satisfaction, as well as assisting with new site development, programming and day-to-day operations of the nutrition sites.
Responsible for planning of menus in conjunction with the caterer and the agency nutritionist.
Responsible for implementation and communication of policies and procedures for employees.
Responsible for the planning and implementation of Bi-annual Employee Days of Training

9/1/2001 TO 1/1/2008
SITE DIRECTOR

Nashua Adult Learning Center

Nashua, NH

- Planning and Oversight of program and staff in a recreational atmosphere in a public elementary school.
- Duties include supervision, program administration, consistent communication with school personnel, parents and children.
- Daily planning of activities and events for 30 children.
- In summer months Site Director for Adventure Camp Program

07/1999 TO 06/2002
ADMINISTRATIVE SUPPORT/ RECEPTION

Altra Resources

Nashua, NH

- Administrative support for small electronics manufacturer
- Computerized accounting, phones and customer service.

12/1/1996 TO 1/1/1999
DIRECTOR

Boys and Girls Club of Greater Nashua

Nashua, NH

- Daily operation of Early Childhood Education Center
- Duties included hiring, scheduling, marketing, licensing, training, report writing.
- Successfully implemented a computerized accounting program..

EDUCATION

B. MUS.ED

Immaculata University

Immaculata, Pa

- Front Line Management Certification
- Supervisory Development Certificate
- Serv-Safe Food Safety Certification
- Crisis Intervention Certificate
- 60 Classroom Hours in Counseling
- Continued Professional Development through MOWAA Leadership Academy
- Computer Classes in Word, Excel, Power Point.

REFERENCES

References are available on request.

KARRIE HOKSBERGEN

OBJECTIVE

In order to best benefit the development efforts of SJCS, I will challenge myself to achieve the highest desired results while utilizing my current skills and continuing to develop professionally. My long-term objective is to build the development efforts of SJCS by securing new major donors, increasing individual donor giving, and assisting the President to be more visible in the community.

Development Associate, St. Joseph Community Services, Inc., NH (2014-2015)

I work directly for the president as part of a team of staff and volunteers responsible for providing nutritious meals and safety visits to the elderly and homebound disabled. I am responsible for administering specific plans of a comprehensive development program as established by short and long term strategic plans within budget as generated on an annual basis. Responsibilities include:

Planning, execution, and evaluation of all direct mail campaigns and special events, including the solicitation of major corporate sponsors and other contributors; Data management; Expand current funder database to improve annual appeal results as well as build base for enhanced development efforts, i.e. capital or endowment campaigns; Focus on relationship building efforts with all donors, including high level and potential high level donors; In partnership with the President, find, schedule and coordinate grant initiatives, including oversight on grant compliance and reporting; Responsible for consistency in agency's brand presentation, including review of all marketing materials and press releases, and oversight of newsletter, social media and website content; Actively seek out new fundraising opportunities; Write press releases and public service announcements on special events for distribution to the media; Responsible for maintaining publication schedule of agency newsletter and regular updates to the website, Facebook and other forms of social media; Undertake community education and public relations in conjunction with fundraising goals.

Executive Assistant, St. Joseph Community Services, Inc., NH (2011-2014)

- Daily interactions included working with the agency team members, communicating with a Board of Directors, establishing and maintaining donor and sponsor correspondence to build and grow fundraising for the agency, answering routine correspondence, assisting in recruiting, training, and directing office volunteers, and soliciting, screening, and meeting with vendors for routine office needs.
- I have assisted the development team by writing grants and participating in the planning, marketing, donor solicitation, and on-sight coordination of agency events. I also assisted the agency in implementing its current donor tracking software, Catapult
- I provided a variety of reports, committee and board materials, dashboards, and marketing and communication pieces requiring attention to detail, ability to meet deadlines, and creativity.

Sales Associate, Banana Republic (2010-2011, 2012-2013)

- I was responsible for generating sales by engaging and connecting with each customer to provide the right service for that customer. I utilized product knowledge to educate and inform customers in order to build sales. I was also responsible for driving results and enhancing the customer experience by maintaining a neat, clean, and safe environment and engaging customers and assessing customer needs to ensure appropriate service was provided.

Cashier, Host, Lucky Eagle Casino, WA (2009-2010)

- I worked as part of a team of staff responsible for providing a unique and unforgettable experience for casino guests by presenting myself in a personable, helpful, and professional image when

KARRIE HOKSBERGEN

performing a variety of services for those guests. I was held accountable for ensuring 100% guest satisfaction.

Seasonal/Part Time

- Lab/Office Assistant-Centralia College Workforce and Continuing Education, WA (2008-2009)
- Supervisor-Ken's Concessions, WA (2006, 2007 & 2008)
- Child Caregiver-Centralia College, WA (2008)

Computer Skills

- Adobe Creative Suite 6
- Microsoft Suite versions 2010 and earlier
- Mac and Windows 8, 7, XP, and Vista.

Community Service Experience

- Merrimack Chamber of Commerce Annual Recognition Event and Scholarship Fundraiser Committee (2015)
- Town of Amherst 4th of July Committee (2014-2015)
- Mossyrock Community Center/City of Mossyrock (2007-2013)
- Relay for Life Team Member (2005-2010)
- Multiple Sclerosis (MS) Team Member (2010-2012)
- Lewis County Fire District No. 3 Volunteer Firefighter (2006-2009)
- International Communication Partner (2007-2009)
- Civil Air Patrol (2005-2008)

Education

- Mossyrock High School-HS Diploma (2009)
- Centralia College-Five credits from attaining Associates in Arts (2007-2009)
- New Hampshire Grants Institute (2015)

Honors and Awards

- Employee of the Month December 2010, Banana Republic, Tilton, NH
- Lewis County Powerful Example of Excellence in Community Services 2009
- Lewis County Fire District No. 3 Cadet of the Year 2007
- Civil Air Patrol, multiple awards, 2006

*References available upon request.

St. Joseph Community Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meghan Brady	President	\$ 80,956	70%	\$ 56,669
Brooke Holton	Vice President	\$ 74,937	70%	\$ 52,456
Nancy Quick	Controller	\$ 42,120	70%	\$ 29,484
Maria Boren	Program Manager	\$ 47,840	70%	\$ 33,488
Karrie Hoksbergen	Development Associate	\$ 39,250	70%	\$ 27,475



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This Second Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #2") dated March 30, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054-0910.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), and amended by an agreement (Amendment #1 to the Contract) approved by the Attorney General on December 17, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To Amend as follows:

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #2.
- 2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.



State of New Hampshire
Department of Health and Human Services
Nutrition and Transportation Services

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/14/15
Date

[Signature]
Diane Langley
Director

St. Joseph Community Services, Inc.

4/1/15
Date

[Signature]
NAME Meghan Brady
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 4/1/15, 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

[Signature]
Name and Title of Notary or Justice of the Peace





State of New Hampshire
Department of Health and Human Services
Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/22/15
Date

Megan A. [Signature]
Name: Megan A. [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #2
Home Delivered Meals
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	188,401	126,971	\$ 951,836.15
Title XX	68,618	51,298	\$ 348,186.70

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

ST Joseph Community Services		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	61,500	\$ 338,250.00

CERTIFICATE OF VOTE

I, Richard Plamondon, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of St. Joseph Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 5, 2014 :
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7th day of April, 2015 .
(Date Contract Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

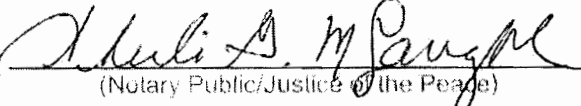

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of April, 2015 .

By Richard Plamondon
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

Sheila G. McLaughlin, Notary Public
State of New Hampshire
My Commission Expires February 11, 2020



Nicholas A. Toumpas
Commissioner
Eric D. Borrin
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 16, 2014

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Good Morning Attorney Yaple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and St. Joseph Community Services, (Vendor #155093 - B001), 395 Daniel Webster Highway, Merrimack, NH 03054. The vendor provides nutrition and transportation services in Hillsborough County. The Contractor requested a transfer of funds between the respective budget lines for home delivered meals and transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 60% Federal and 40% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

St. Joseph Community Services, has requested the transfer of funds described above in order to realign the budget to provide additional funding for home delivered meals and mileage for the transportation of clients. The contractor originally anticipated a lower usage of meals and transportation miles, and expects the transfer will provide enough meals and transportation to support the overall client usage for the remainder of the state fiscal year.

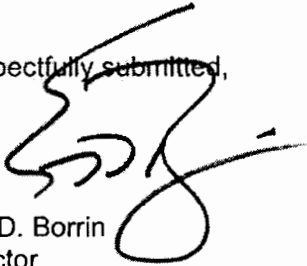
This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

Area Served: Hillsborough County.

Source of Funds: 60% Federal Funds from the Social Services Block Catalog of Federal Domestic Assistance (CFDA) # 93.667 Grant and Administration for Community Living's Special Programs for the Aging-Title III, CFDA #s 93.044 and 93.045 and 40% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Eric D. Borrin
Director



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract**

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this 2nd day of December 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054-0910.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
- 2) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #1.



State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
 Department of Health and Human Services

12/15/14
 Date

[Signature]
 Diane Langley
 Director

CONTRACTOR NAME

12/11/14
 Date

Meghan Brady
 NAME Meghan Brady
 TITLE President

Acknowledgement:
 State of N.H., County of Hillsborough on Dec 11, 2014, 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

[Signature]
 Name and Title of Notary or Justice of the Peace

Shella G. McLaughlin, Notary Public
 State of New Hampshire
 My Commission Expires January 27, 2015

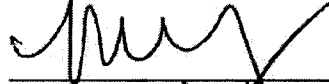


**State of New Hampshire
 Department of Health and Human Services
 Amendment #1 for Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

12/17/14
 Date

OFFICE OF THE ATTORNEY GENERAL


 Name: Megan A. Lynch
 Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

 Date

 Name:
 Title:

Exhibit B-1 Amendment #1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III C2	182,164	126,971	\$ 921,586.80
Title XX	68,618	51,298	\$ 348,186.70

**Exhibit B-3 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015**

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	4,458	36,641	\$ 50,000.00

CERTIFICATE OF VOTE

I, Richard Plamondon, do hereby certify that
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of St. Joseph Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 6, 2014:
(Date)

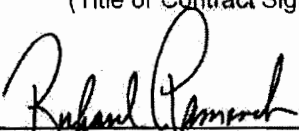
RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 11th day of December, 2014.
(Date Contract Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

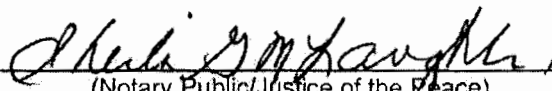

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of December, 2014.

By Richard Plamondon
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Sheila G. McLaughlin, Notary Public
State of New Hampshire
My Commission Expires January 27, 2015

Commission Expires: _____



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

May 22, 2014 **G&C Approved**

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

Date 6/18/14
 Item # 109

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 agreements with multiple vendors to provide nutrition and transportation services to support the elderly and the disabled to remain in their homes and community in an amount not to exceed \$9,984,063.25 in the aggregate, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
Community Action Partnership of Strafford County	Dover, NH	\$ 39,728.75
Community Action Program Belknap-Merrimack Counties, Inc.	Concord, NH	\$1,657,419.80
Community Alliance of Human Services	Newport, NH	\$ 66,875.00
Easter Seals New Hampshire, Inc.	Manchester, NH	\$ 107,788.75
Gibson Center for Senior Services	North Conway, NH	\$ 289,387.50
Grafton County Senior Citizen's Council, Inc.	Lebanon, NH	\$1,352,477.50
Lamprey Health Care, Inc.	Newmarket, NH	\$ 67,750.00
Newport Senior Center, Inc.	Newport, NH	\$ 809,936.45
Ossipee Concerned Citizens, Inc.	Center Ossipee, NH	\$ 386,275.40
Rockingham Nutrition & M-O-W Program, Inc.	Brentwood, NH	\$1,639,485.00
Strafford Nutrition/Meals on Wheels	Somersworth, NH	\$ 432,646.30
St. Joseph Community Services, Inc.	Merrimack, NH	\$1,688,273.50
Tri County CAP	Berlin, NH	\$ 795,132.50
VNA at HCS, Inc.	Keene, NH	\$ 650,886.80
Total		\$9,984,063.25

Funds to support this request in State Fiscal Year 2015 are available in account 7872 and are anticipated to be available in account 9255 pending Fiscal and Governor and Executive Council approval of a transfer of appropriation into this account. The contract provides the Department the authority to adjust amounts within the price limitation without further approval from the Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (63% Federal and 37% General)

Fiscal Year	Class/Object	Class Title	Amounts
2015	512-500352	Transportation of Clients	\$ 1,459,204.75
2015	541-500383	Meals - Home Delivered & Congregate	\$ 5,922,793.70
		Subtotal	\$ 7,381,998.45

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (53% Federal and 47% General Funds)

Fiscal Year	Class/Object	Class Title	Amounts
2015	544-500386	Meals Home Delivered	\$ 2,602,064.80
		Subtotal	\$ 2,602,064.80
		Grand Total	\$ 9,984,063.25

EXPLANATION

This requested action seeks approval of 14 of 14 agreements that represent \$9,984,063.25 for transportation and meals provided to seniors who are not eligible for Medicaid. All selected vendors had contracts with the Department in State Fiscal Year 2014 and funding is relatively flat, from both State General Funds and federal source. The Department has included language in the contracts to allow for amendments limited to the terms of Exhibits B-1, B-2, and B-3 to transfer the amount of units from one service to another and within the price limitation, to be made by written agreement of both parties without obtaining approval of Governor and Executive Council.

Should the Governor and Executive Council not authorize these agreements, the nutrition and transportation services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home and would likely need more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while keeping individuals in their home and community.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website November 22, 2013, and notified potential bidders. The Department received fifteen (15) proposals. The evaluation committee recommended awarding agreements to fourteen (14) Contractors. See Bid Summary (Attachment A).

The proposals were evaluated and scored using a consensus model. Three Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included administration of a Food Protection Section within the Division of Public Health Services, registered dietitian, management of administrative rules and policy development for the Bureau of Elderly and Adult Services, consultant with the NH Department of Education's Bureau of Nutrition Programs and Services, and adult protective social work for the Bureau of Elderly and Adult Services. Two Department staff, with over twenty years' experience in auditing and finance, evaluated the proposal's cost bid. See Bid Summary (Attachment A).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 22, 2014
Page 3 of 3

The contracts include an option to extend the completion date for up to two years 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.

The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment B).

Source of Funds for these contracts: 60% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 40% 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,



Sheri L. Rockburn

Director

Approved by:



Nicholas A. Toumpas
Commissioner

**Nutrition and Transportation (Title XX and Title III Programs)
Bid Summary for Home Delivered Meals, Congregate Meals and Transportation**

No.	Name of Bidder:	Home Delivered Meals Total Score (Maximum Points = 150)	Congregate Meals Total Score (Maximum Points = 150)	Transportation Total Score (Maximum Points = 150)	DHHS Selection
1	Community Action Program Belknap and Merrimack Counties, Concord NH	140	133	137	Selected
2	Community Action Partnership of Strafford County, Dover NH	N/A	N/A	112	Selected
3	Community Alliance of Human Services, Newport NH	N/A	N/A	103	Selected
4	Easter Seals of New Hampshire Manchester NH	N/A	N/A	105	Selected
5	Gibson Center For Senior Services, North Conway NH	112	117	115	Selected
6	Grafton County Senior Citizen's Council, Lebanon NH	116	133	132	Selected
7	Lamprey Health Care Newmarket NH	N/A	N/A	111	Selected
8	Newport Senior Center Newport NH	111	104	114	Selected
9	Ossipee Concerned Citizens Center Ossipee NH	107	120	N/A	Selected
10	Rockingham Meals on Wheels and Nutrition Program Brentwood NH	126	112	120	Selected
11	St Joseph Community Services, Merrimack NH	138	115	124	Selected
12	Strafford Nutrition Meals on Wheels Somersworth NH	117	98	N/A	Selected
13	Transport Central Plymouth NH	N/A	N/A	66	Not Selected
14	Tri-County Community Action Program, Berlin NH	113	110	111	Selected
15	VNA @ HCS (Home Healthcare & Hospice and Community Services), Keene NH	118	113	114	Selected

Proposal Evaluation

Technical Proposal Team:

Bruce Angus, Social Worker, Adult Protective Services
 Laura Gaudette, Manager of Administrative Rules and Policy Development for the Bureau of Elderly and Adult Services
 Joyce Welch, Administrator for Public Health, Food Protection

Cost Proposal Team:

Sheri Rockburn, Director of Finance
 Laurie Heath, Grants and Financial Reporting

**Nutrition and Transportation Services (Title XX and Title III Programs)
Summary of Services and Geographic Area**

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
1	Community Action Partnership of Strafford County, Dover NH	NA	X	Transportation: Strafford Co. Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Somersworth & Strafford
2	Community Action Program Belknap and Merrimack Counties, Concord NH	X	X	(Nutrition: Belknap Co. All & Merrimack Co. All) (Transportation: Merrimack Co. Towns of Allenstown, Andover, Bradford, Concord, Danbury, Epsom, Franklin, Henniker, Hooksett, Hopkinton, Newbury, New London, Northfield, Pembroke, Pittsfield, Sutton, Warner & Webster. Belknap Co. Towns of Alton, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton Sanbomton & Tilton)
3	Community Alliance of Human Services, Newport NH	NA	X	Transportation: Sullivan Co. All
4	Easter Seals New Hampshire Manchester NH	NA	X	Transportation: Hillsborough Co. Towns of Manchester, Bedford, Litchfield & Goffstown. Rockingham Co. Town of Auburn. Merrimack Co. Town of Hooksett
5	Gibson Center For Senior Services, North Conway NH	X	X	(Nutrition: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison) (Transportation: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison)
6	Grafton County Senior Citizen's Council, Lebanon NH	X	X	(Nutrition: Grafton Co. All, Sullivan Co. Town of Plainfield) (Transportation: Grafton Co. All, Sullivan Co. Town of Plainfield)
7	Lamprey Health Care Newmarket NH	NA	X	Transportation: Rockingham Co. Towns of Atkinson, Auburn, Brentwood, Candia, Danville, Deerfield, East Kingston, Epping, Exeter, Fremont, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Newfields, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Raymond, Sandown, Seabrook & Stratham. Strafford Co. Towns of Barrington, Durham & Lee.
8	Newport Senior Center Newport NH	X	X	(Home Delivered Meals: Sullivan Co. Towns of Acworth, Charlestown, Claremont, Comish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity & Washington) (Congregate Meals: Sullivan Co. Towns of Charlestown, Claremont & Newport) (Transportation: Sullivan Co. Town of Newport)
9	Ossipee Concerned Citizens, Inc. Center Ossipee NH	X	NA	(Home Delivered Meals: Carroll Co. Towns of Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth & Wakefield) (Congregate Meals: Carroll Co. Towns of Moultonboro, Ossipee, Sandwich & Tamworth)

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
10	Rockingham Meals on Wheels and Nutrition Program, Brentwood NH	X	X	(Nutrition: Rockingham Co. All) (Transportation: Rockingham Co. All)
11	Strafford Nutrition Meals on Wheels Somersworth NH	X	NA	(Home Delivered Meals: Strafford Co. All) (Congregate Meals: Strafford Co. Towns of Dover, Rochester & Somersworth)
12	St Joseph Community Services Merrimack NH	X	X	(Home Delivered Meals: Hillsborough Co. Town of Amherst) (Congregate Meals: Hillsborough Co. Towns of Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Old Dunstable, Pelham, Peterborough, Sharon, Temple, Weare, Wilton & Windsor) (Transportation: Hillsborough Co. Towns of Amherst, Milford, Hillsborough & Deering)
13	Tri-County Community Action Program, Inc. Berlin NH	X	X	(Home Delivered Meals: Coos Co. All) (Congregate Meals: Coos Co. Towns of Berlin, Colebrook, Dummer, Gorham, Lancaster, Milan, North Stratford, Pittsburg, Shelburne & Whitefield) (Transportation: Coos Co. ALL except Towns of Carroll, Dalton, Dummer & Milan. Grafton Co. Towns of Bethlehem, Dalton, Easton, Franconia, Lincoln, Lisbon, Littleton, Lyman, Sugar Hill, Twin Mountain, Woodsville & Woodstock. Carroll Co. Towns of Albany, Center Conway, Conway, Center Ossipee, Center Tuftonborough, Madison, Meredith, Moultonborough, North Conway, North Sandwich, Ossipee, Redstone, Sandwich, South Tamworth, Tamworth, Tuftonboro, West Ossipee & Wolfeboro)
14	VNA @ HCS (Home Healthcare & Hospice and Community Services) Keene NH	X	X	(Home Delivered Meals: Cheshire Co. Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester & Westmoreland) (Congregate Meals: Cheshire Co. All) (Transportation: Cheshire Co. Town of Keene)

An "X" denotes that the Contractor shall provide that service(s)


Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name St. Joseph Community Services, Inc.		1.4 Contractor Address 395 D.W. Highway Merrimack, NH 03054-0910	
1.5 Contractor Phone Number (603) 424-9967	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,688,273.50
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Meghan Brady</i>		1.12 Name and Title of Contractor Signatory Meghan Brady, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> 5/19/14 On _____, 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 <i>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Brooke Holton			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <i>Sheri Rockburn Director</i>	
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: <i>Mark Bean</i> On: <i>5/28/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MB
Date: 5/19/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



Exhibit A

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

<i>Table A - Risk Analysis Assessment Ratios Matrix</i>						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

<i>Table A - Risk Analysis Assessment Ratios Matrix</i>						
<i>Category</i>	<i>Name of Ratio</i>	<i>Description</i>	<i>How it is Calculated</i>	<i>What the Ratio Measures</i>	<i>Benchmark</i>	<i>Percentage of Total Risk Assessment</i>
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
 July 1, 2014 thru June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05

GEOGRAPHIC AREA FORM

Bidder's name: St. Joseph Community Services

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home Delivered Meals Title XX and Title III	Hillsborough	Amherst
Congregate Meals Title III		Antrim
		Bedford
		Bennington
		Brookline
		Deering
		Francestown
		Goffstown
		Greenfield
		Greenville
		Hancock
		Hillsborough
		Hollis
		Hudson
		Litchfield
		Lyndeboro
		Manchester
		Mason
		Merrimack
		Milford
		Mont Vernon
		Nashua
		New Boston
		New Ipswich
		Old Dunstable
		Pelham
		Peterborough
		Sharon
		Temple
		Weare
		Wilton
		Windsor
Transportation Title III B	Hillsborough	Amherst
		Milford
		Hillsborough
		Deering

RFP # 14 -DHHS-DCBCS-BEAS-05
Bidder's name: St. Joseph Community Services

CONGREGATE SITE INFORMATION

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	Fire	Health
Goffstown	12 Reed St. Goffstown	8:30-2:30	M,T,W,TH,Fr	18	10/28/2013		9/3/2013
Amherst Milford	3 Perkins St. Milford	8:00-2:00	M,T,W,TH,Fr	12	3/14/2014		1/2/2014
William B. Cashin Center	151 Douglas St. Manchester	8:00-2:00	M,T,W,TH,Fr	18	2/1/2014		11/30/2013
Carpenter Center	323 Franklin St. Milford	8:30-2:30	M,T,W,TH,Fr	28	2/1/2014		6/30/2013
Pelham Senior Center	8 Nashua Rd. Pelham	9:00 -1:00	T,W,TH,Fr	24	6/5/2013		7/18/2013
Senior Activity Center	70 Temple St. Nashua	8:30-2:30	M,T,W,TH,Fr	48	9/30/2013		11/01/2013
Hillsborough Nutrition Program	30 Main St. Hillsborough	8:30-2:30	M,T,W,TH,Fr	7	9/20/2013		11/12/2013
John O'Leary Community Center	4 Church Street Merrimack	8:15-1:15	M,T,W,TH,Fr	15	5/8/2014		9/28/2013
Greenville Nutrition Program	58 Main St. Greenville	8:30-2:30	M,T,W,TH,Fr	16	1/16/2014		4/13/2014
Hudson Senior Center	Lions Ave. Hudson	9:00-1:00	W-Th	20	4/10/2014		1/19/2014
Antrim Village Apartments	5 Aiken St. Antrim	11:45-12:45	M,T,W,TH,Fr	5	3/19/2014		NA Satellite
Antrim Community Center	73 Main Street Antrim	11:45-12:45	M,T,W,TH,Fr	7	03/0/2014		NA Satellite
Burns Apartments	55 S. Main St. Manchester	11:30-12:30	M,T,W,TH,Fr	13	2/1/2014		NA Satellite
Gallen Apartments	200 Hanover St. Manchester	11:30-12:30	M,T,W,TH,Fr	9	12/1/2014		NA Satellite
Kalivas Apartments	175 Chestnut St. Manchester	11:30-12:30	M,T,W,TH,Fr	12	1/1/2013*		NA Satellite
O'Malley Apartments	259 Chestnut St. Manchester	11:30-12:30	M,T,W,TH,Fr	8	1/1/2013*		NA Satellite
Pariseau Building	55 Anroy St. Manchester	11:30-12:30	M,T,W,TH,Fr	10	2/1/2014		NA Satellite
Hollis Senior Center	28 Depot Rd. Hollis	12:00-1:00	Th (Sept/June)	22	5/20/2013		NA Satellite
Mission Point Day Away Program	200 Lowell Rd. Hudson	12:00-1:00	W	4	2/24/2014		NA Satellite
St. John Nuemann Day Away	706 Milford Ave. Merrimack	12:00-1:00	Th	5	6/8/2013		8/28/2013
Peterborough @Bond Wellness Center	452 Old Street Rd. Peterborough	11:30-12:30	W	13	1/14/2014		NA Satellite
Sullivan Terrace South	57 Tyler Street Nashua	11:30-12:20	M,T,W,TH,Fr	20	Permanent		NA Satellite

* Fire department will no longer issue as room capacity is below 50.

MS
5/19/14



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. **Form Submission:**

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. **Invoice Submission:**

10.1. **Meals**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. **Meals Mileage**

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III C2	180,000	161,956	\$ 921,586.80
Title XX	68,000	61,289	\$ 348,186.70

Exhibit B-2
 Congregate Meals
 July 1, 2014 through June 30, 2015

ST Joseph Community Services		
Col. A	Col. B	Col. C
	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Funding		
Title III C1	67,000	\$ 368,500.00

Exhibit B-3
 Transportation Services
 July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	5,200	15,000	\$ 50,000.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: *St Joseph Community Services, Inc.*

5/19/14
Date

Meghan Brady
Name: Meghan Brady
Title: *President*



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: St Joseph Community Services Inc.

5/19/14

Date

Meghan Brady

Name: Meghan Brady
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: St Joseph Community Services, Inc.

Meghan Brady

Name: Meghan Brady
Title: President

5/19/14
Date



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: St. Joseph Community Services, Inc

Meghan Brady

Name: Meghan Brady

Title: President

5/19/14

Date



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Strafford Nutrition Meals on Wheels (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 23 Bartlett Avenue, Suite A, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.4, Contractor Address, to read:
25 Bartlett Avenue, Suite A
Somersworth, NH 03878
3. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
4. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$973,452.80.
5. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
6. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
7. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
8. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Delete in its entirety Exhibit A-2 Congregate Site Information.
10. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
11. Add Exhibit B-3
12. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
13. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
14. Delete in its entirety, 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.



New Hampshire Department of Health and Human Services
Nutrition and Transportation 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

5/5/15
Date

[Signature]
Diane Langley
Director

Strafford Nutrition Meals on Wheels

5/1/15
Date

[Signature] Chair
NAME Steve Goff
TITLE Board Chair

Acknowledgement:

State of N.H., County of Strafford on May 1, 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

[Signature]
Name and Title of Notary or Justice of the Peace
DEBORAH T. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Megan A. Hoob
Name: Megan A. Hoob
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
 Individuals who are age 60 and older and with the most economic or social needs as described in:
- Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
 Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	NA
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A Amendment #1

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
 The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How It Is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How It Is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How It Is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, and Exhibit B-3, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials Sh

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Strafford Nutrition Meals on wheels

5/11/15
Date

Steve Goff, Chair
Name: Steve Goff
Title: Board Chair

Exhibit G

Contractor Initials SG

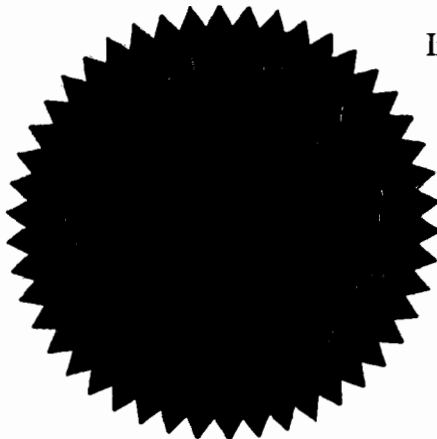
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/11/15

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 STRAFFORD NUTRITION/MEALS ON WHEELS is a New Hampshire nonprofit corporation formed March 29, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Brian Tapscott, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Strafford Nutrition & Meals On Wheels.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 9, 2012
(Date)

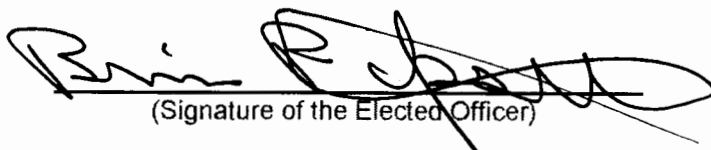
RESOLVED: That the Board Chair
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 1 day of May, 2015.
(Date Contract Signed)

4. Steve Goff is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 1 day of May, 2015.

By Brian Tapscott
(Name of Elected Officer of the Agency)


(Notary Public Justice of the Peace)

(NOTARY SEAL)

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Lisa Lee PHONE (A/C No. Ext): (603) 569-2515 FAX (A/C No): (603) 569-4266 E-MAIL ADDRESS: lisa@averyinsurance.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance</td> <td>22292</td> </tr> <tr> <td>INSURER B: Liberty Mutual Residual WC</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance	22292	INSURER B: Liberty Mutual Residual WC		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Strafford Nutrition, DBA: DBA Meals on Wheels 25 Bartlett Ave Ste A Somersworth NH 03878														

COVERAGES **CERTIFICATE NUMBER:** CL154904595 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZKV A504875 00	12/16/2014	12/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 3,000,000												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHVA504901	12/16/2014	12/16/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC5319608167-014	12/16/2014	12/16/2015	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT			E.L. DISEASE - EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
	PER STATUTE	OTH-ER																	
E.L. EACH ACCIDENT																			
E.L. DISEASE - EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage as per terms and conditions of policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Health and Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas O'Dowd/LISA
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY



AR INFORMATION PAGE

175 Berkeley Street Boston, MA 02116

Issued by **LM INSURANCE CORPORATION** 27243

Policy Number **WC5-31S-608167-014** Issuing Office **016C**
NEW BUSINESS NEW Issue Date **12-29-14**
Account Number **1-608167** Sub Account **0000**

1. Insured and Mailing Address
STRAFFORD NUTRITION DBA MEALS ON WHEELS

25 BARTLETT AVE STE A

SOMERSWORTH, NH 03878

Status **04 - NON-PROFIT ORG.**

Other workplaces not shown above: SEE ITEM 4. PREMIUM- EXTENSION OF INFORMATION PAGE

2. Policy Period: The policy period is from **12-16-2014** to **12-16-2015** 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **NH**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26A

D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	1,000 (NH)	Total Estimated Annual Premium	\$ 7,518
Premium will be billed	ANNUAL			

Producer **0004-023125**
J CLIFTON AVERY AGENCY INC
PO BOX 1510
WOLFEBORO NH 03894

Strafford Nutrition Meals on Wheels

Mission Statement

Our mission is to promote the well being of the elderly and disabled adult citizen by providing services to foster independence in their own home which will allow choice and prevent or delay institutionalization; also to promote physical and emotional health and protect their quality of life, from abuse, self neglect, and exploitation; and to respond to social and economic needs of the disabled and/or elderly by providing affordable hot and nutritionally sound meals home delivered and at meal sites as well as provide a daily check; to offer education on nutrition and to provide a nutritional assessment to maintain or improve health and slow down the advancement of many chronic diseases; and provide a less costly alternative to institutional care for our elderly and disabled adults.

Strafford Nutrition & Meals on Wheels

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors
Strafford Nutrition & Meals on Wheels
25 Bartlett Ave. Suite A
Somersworth , NH 03878

We have compiled the accompanying statements of financial position of Strafford Nutrition & Meals on Wheels (a nonprofit organization) as of June 30, 2014 and 2013, and the related statements of activities, and cash flows for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The supplementary information contained in the Schedule of Functional Expenses are presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Roy & Associates

Bangor, Maine
October 07, 2014

Visit us online: www.roycpas.com

Strafford Nutrition & Meals on Wheels

STATEMENTS OF FINANCIAL POSITION

June 30, 2014 and 2013

	2014	2013
ASSETS		
Current assets		
Cash		
Unrestricted	\$ 122,821	\$ 184,865
Total cash	122,821	184,865
Grants receivable	50,362	66,801
Advance to SHA revolving	50,000	50,000
Total current assets	223,183	301,666
Total assets	223,183	301,666
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	2,364	5,634
Other accrued expenses	13,059	13,014
Total current liabilities	15,423	18,648
Noncurrent liabilities:		
Other post employment benefits <i>(Leased employees)</i>	76,398	55,450
Total noncurrent liabilities	76,398	55,450
Total liabilities	91,821	74,098
Net assets		
Unrestricted	131,362	227,568
Total net assets	131,362	227,568
Total liabilities and net assets	\$ 223,183	\$ 301,666

See accountants' compilation report and accompanying notes

Strafford Nutrition & Meals on Wheels

STATEMENTS OF ACTIVITIES

For the years ended June 30, 2014 and 2013

	2014	2013
<u>Changes in Unrestricted Net Assets</u>		
SUPPORT & REVENUE		
Support:		
Contributions	\$ 83,720	\$ 79,015
In-kind donations	70,690	80,574
	154,410	159,589
Revenue:		
Grants	589,211	632,147
Other	4,264	4,874
Interest income	30	261
	593,505	637,282
Total support and revenue	747,915	796,871
EXPENSES		
Program services:		
Nutrition services & meal delivery	631,200	666,309
Total program services	631,200	666,309
Support Services:		
Administration	212,921	215,242
Total support services	212,921	215,242
Total expenses	844,121	881,551
Change in net assets	(96,206)	(84,680)
Prior period adjustment	-	(46,816)
Net assets - beginning	227,568	359,064
Net assets - ending	\$ 131,362	\$ 227,568

See accountants' compilation report and accompanying notes

Strafford Nutrition & Meals on Wheels

STATEMENTS OF CASH FLOWS

For the years ended June 30, 2014 and 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in Net Assets:		
Unrestricted	\$ (96,206)	\$ (84,680)
	(96,206)	(84,680)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
(Increase) / decrease in accounts receivable	16,439	(46,982)
(Increase) / decrease in advances to SHA revolving	-	(20,000)
Increase / (decrease) in accounts payable	(3,270)	(23,130)
Increase / (decrease) in other accrued expenses	45	10,207
Increase / (decrease) in deferred revenue	-	(545)
Increase / (decrease) in OPEB	20,948	8,634
Total adjustments	34,162	(71,816)
Net cash provided (used) by operating activities	(62,044)	(156,496)
Net increase (decrease) in cash	(62,044)	(156,496)
Cash at the beginning of period	184,865	341,361
Cash at end of period	\$ 122,821	\$ 184,865

See accountants' compilation report and accompanying notes

Strafford Nutrition & Meals on Wheels
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

A. **Nature of Activities**

Strafford Nutrition & Meals on Wheels (a not-for-profit, IRC 501(c)(3) corporation) is an Organization that exists to provide daily noontime meals to people over 60 years of age in a congregate setting in the communities of Somersworth, Dover, Rochester, and Farmington. The program also provides meals on wheels to elderly and disabled persons in their own homes throughout all of Strafford County. The program provides in excess of 1,400 meals per day.

B. **Basis of Accounting**

The financial statements have been prepared using the accrual basis of accounting whereby the Organization reports support and revenue when earned and expenses when incurred.

C. **Financial Statement Presentation**

The financial statements have been prepared in accordance with FASB Accounting Standards Codification ("FASB ASC") No. 958, "Not-for-Profit Entities – Presentation of Financial Statements." Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to the following three classes of net assets:

- **Unrestricted net assets** - represent expendable resources that are available for operations at management's discretion.
- **Temporarily restricted net assets** - represent resources restricted by donors as to purpose or by time. As of June 30, 2014 and 2013, the Organization did not have any temporarily restricted net assets.
- **Permanently restricted net assets** - represent resources whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization. As of June 30, 2014 and 2013, the Organization did not have any permanently restricted net assets.

Stafford Nutrition & Meals on Wheels

NOTES TO FINANCIAL STATEMENTS

June 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

D. Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions by management regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

E. Income Taxes

The Organization is an exempt organization for federal and state income tax purposes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. The Organization is not classified as a private foundation.

F. Property, Plant and Equipment

The Organization's policy is to capitalize significant assets with a useful life greater than one year. Property and equipment is depreciated using the straight-line method. Expenditures for maintenance and repairs are charged against operations.

G. Statement of Cash Flows

The Organization considers all short-term investments with an original maturity of three months or less to be cash equivalents.

H. Advertising

The Organization expenses advertising as incurred. The Organization had no advertising expense for 2014 and 2013.

I. Accounts Receivable

Accounts receivable is derived primarily from funds requested to be reimbursed from government contracts. These requests are for services and are deemed entirely collectible.

J. Donated Goods and Services

The Organization records donated goods and services that meet the criteria for recognition under generally accepted accounting principles (GAAP) at the estimated fair value of such items.

Stafford Nutrition & Meals on Wheels

NOTES TO FINANCIAL STATEMENTS

June 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

K. In-Kind Support

The Organization records various types of in-kind support including facilities, services, and materials donated by volunteers and local citizens in carrying out its mission. The amounts reported as in-kind support are reported in accordance with the grant agreements. Certain amounts may not meet the requirements necessary to be recognized under accounting principles generally accepted in the United States of America. Generally accepted accounting principles allow contributed services to be recognized only if the services received create or enhance nonfinancial assets or require specialized skills, provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

2. CASH

At June 30, 2014 and 2013 the Organization had no deposits in excess of the FDIC insurance limit of \$250,000. At June 30, 2014, the Organization's carrying amount of deposits was \$122,821 and \$184,865 for 2013.

The Organization utilizes Somersworth Housing Authority (SHA) for bill paying services. At June 30, 2014 the Organization had \$50,000 on deposit in SHA's revolving account.

3. DONATED SERVICES

Donated personal services were recorded at a value of \$54,690 during 2014 and \$64,574 during 2013.

4. FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

5. OTHER NONCURRENT LIABILITIES

The organization utilizes employees of the Somersworth Housing Authority (SHA) to operate the program. The salaries and benefits of such employees are reimbursed by the organization. Employees of SHA are currently covered by other post employment benefits (OPEB) whereby certain benefits such as health insurance are paid on behalf of retirees. The portion of such obligation that is attributable to the organization has been recorded as such.

6. ECONOMIC DEPENDENCY

Approximately 52% and 56% of revenues were received through the Division of Elderly and Adult Services for 2014 and 2013.

7. EVALUATION OF SUBSEQUENT EVENTS

The Association has evaluated subsequent events through October 07, 2014, the date which the financial statements were available to be issued.

Strafford Nutrition & Meals on Wheels

SCHEDULE OF FUNCTIONAL EXPENSES

For the year ended June 30, 2014

	PROGRAM SERVICES	SUPPORT SERVICES	Total
	Nutrition	Admin	
Leased Employees	\$ 155,108	\$ 89,404	\$ 244,512
Professional fees	-	14,618	14,618
Training	50	-	50
Fringe benefits (<i>leased employees</i>)	13,935	73,759	87,694
Supplies	33,272	-	33,272
Food	314,500	-	314,500
Insurance	-	11,893	11,893
Travel & Entertainment	42,565	1,026	43,591
Sundries	1,080	22,221	23,301
In Kind	70,690	-	70,690
Total expenses	<u>\$ 631,200</u>	<u>\$ 212,921</u>	<u>\$ 844,121</u>

See accountants' compilation report

Strafford Nutrition & Meals on Wheels

SCHEDULE OF FUNCTIONAL EXPENSES

For the year ended June 30, 2013

	PROGRAM SERVICES	SUPPORT SERVICES	
	Nutrition	Admin	Total
Leased Employees	\$ 176,107	\$ 105,587	\$ 281,694
Professional fees	-	16,711	16,711
Training	153	-	153
Fringe benefits	16,008	66,711	82,719
Repairs & maintenance	240	-	240
Supplies	36,232	-	36,232
Food	311,972	-	311,972
Travel & entertainment	44,607	1,797	46,404
Insurance	-	7,072	7,072
Sundries	416	17,364	17,780
In-Kind	80,574	-	80,574
Total expenses	<u>\$ 666,309</u>	<u>\$ 215,242</u>	<u>\$ 881,551</u>

See accountants' compilation report

**STRAFFORD NUTRITION
MEALS ON WHEELS
BOARD OF DIRECTORS 2015
APPOINTMENTS AND TERMS**

Steve Goff CPA	11/9/2012	11/9/2012	Chair	12/12/2016
Julie Brown Former State Representative	11/9/2012	11/9/2012	Vice-Chair	11/9/2015
Gerry Gilbert Profile Bank Insurance	11/9/2012	11/9/2012	Member	11/9/2016
Brian Tapscott City Counselor	11/9/2012	11/9/2012	Temporary Vice-Chair	11/9/2016
Kelly Dowd Director of Home Care Living Innovations	12/12/2014	12/12/2014	Member	12/12//2017
Stacy Price Executive Director Rochester Housing	12/12/2014	12/12/2014	Member	12/12//2017

Emily Sylvain

Experience	2005 To Present	Somersworth Housing	Somersworth, N.H.
	Assistant Executive Director		
	Supervise staff in the social service programs. Write proposals and grants. Prepare reports for internal and external use. Operate successful programs within budget restraints. Assist the Executive Director in implementing policies.		
	2000 To Present	Somersworth Housing	Somersworth, N.H.
	Nutrition Director		
	<ul style="list-style-type: none">• Increased program budget from \$387,000 to \$466,000.• Increased number of clients served by 300%.• Involved in presenting testimony at State hearings.• Manage 25 employees at satellite locations.• Developed active communication and partnering strategies with local communities and State agencies.• Successful grant writing which has generated additional funding.• Negotiated contracts that have reduced program operation costs.• Planned and implemented policies and procedures which have increased efficiency.• Proficient in basic accounting skills.		
	1985-2000	Rochester Manor	Rochester, NH
	Dietary Manager		
	<ul style="list-style-type: none">• Effectively managed a \$750,000 operating budget.• Responsible for all purchasing decisions.• Patient charting and collaboration with physicians to create a quality care plan.• Organized, planned and implemented academic enrichment programs and training courses for staff and patients.• Maintained a deficiency free survey record for fifteen years• Responsible for thirty employees, to ensure coverage for two shifts, seven days a week.• Involved in hiring and firing of employees, worker compensation claims and labor board disputes.		
	1972-1985	Rochester Manor	Rochester, N..H.
	Dietary Aide/Assistant Manager		
	<ul style="list-style-type: none">• Extensive knowledge of therapeutic diets.		

- Designed menus to meet patient needs.
- Responsible for overseeing daily production and staffing.
-

Education

1982-1987 University of N.H. Durham, N.H.

- Food Service Degree.
- Management Degree
- Liberal Arts and Business courses.
-

2003-2006 Granite State College Rochester, N.H.

- Associate Degree in Liberal Arts.
- Seminars and workshops covering work related issues.
- Working towards BA in Business.

Interests

Senior Nutrition Network of N.H.

Strafford Area Advisory Committee On Aging.

Somersworth Chamber

Somersworth Chamber President in 2005.

Northern Strafford County Health & Safety Council.

Laurie Eastwood

Objective To continue working with the elderly and disabled adults

Experience **Assistant Director**

Strafford Nutrition Meals on Wheels, Somersworth, NH

February 2010 –Present

- Taking referrals from hospitals, rehab centers, Dr's office, family and friends via phone, fax, and email
- Supervisor of four satellite meal sites and part time employees
- Maintaining program policies, records and reports
- Coordinating fundraisers , creating and maintaining program web site
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Placing food and supply order for each site

Assistant Manager

Strafford Nutrition Meals on Wheels, Somersworth, NH

February 2008 – January 2010

- Assisting manager with driver sheets and client information
- Maintaining site facilities for cleanliness
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Help drivers ready their bags for home delivered clients
- Setting up site for congregate lunch

Office Clerk

Sebastian Septic Service, Milton, NH

January 2007 – November 2007

- Answering customer phone calls and making appointments
- Sending out daily billing to customers
- Maintaining company records
- Set company up with Quickbooks and credit card options for

customers

Unloader/ First Responder

UPS, Chelmsford, MA

April 1996 – November 2001

- Correctly unloading trucks to prevent injury
- Hazmat safety training to be a first responder
- Letting hub know when to pull a truck on or off the docks
- Sorting bulk packages (71lbs to 150lbs) to correct areas in building

Electrical/Shipping/Soldering/Office Clerk

Golden Eagle Coppersmiths, Seabrook, NH

July 1991 – December 2006

- Taking customer orders/handling customer complaints
- Using large die cast machines to create parts for lanterns
- Soldering lantern parts together
- Wiring and glassing lanterns
- Packaging up products to ship out
- Billing customers/crediting accounts
- Making daily deposits

Education

High School Diploma

Coe-Brown Academy, Northwood, NH

1991

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
EMILY SYLVAIN	Director of Nutrition	54,596	90%	\$49,136
LAURIE EASTWOOD	Assistant Director	26,325	100%	26,325


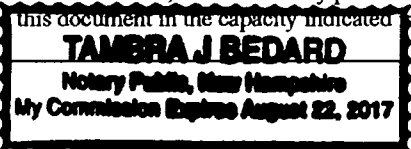
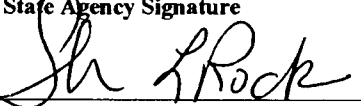
Subject: Nutrition Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Strafford Nutrition Meals on Wheels		1.4 Contractor Address 25 Bartlett Ave, STE A Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 692-2864	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$432,646.30
1.9 Contracting Officer for State Agency <i>Mary Maggionella</i>		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory KARL VAN ASSELT, CHAIR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>STRAFFORD</u> On <u>5/16/14</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] <i>Tambra J. Bedard</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Tambra J. Bedard Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri Rockburn 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: <i>M.K. Brown</i> On: <i>5/28/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 **REVISION TO AGREEMENT** of appropriated funds, the State shall have the right to withhold payment until such funds are available. The State 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.

Contractor Initials: JK
Date: 5/16/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.


14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 5/7/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials:

Date:

Handwritten initials and date: 5/16/14



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	na
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



Exhibit A

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



Exhibit A

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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they may be transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: *[Signature]*
 Date: 5/16/14



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.
9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.
Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
10. Invoice Submission:
 - 10.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.
 - 10.1.1. Meals Mileage
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	47,052	46,752	\$ 242,227.80
Title XX	22,940	23,240	\$ 118,231.00

Contractors Initials: *A*
Date: 5/16/14

Exhibit B-2
 Congregate Meals
 July 1, 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	13,125	\$ 72,187.50

Contractors Initials: 
 Date: 5/16/14



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

SG
Date 5/16/14



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:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]
5/16/14

New Hampshire Department of Health and Human Services
Exhibit D



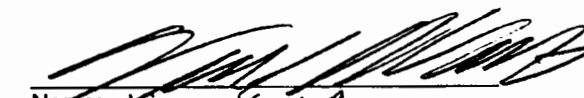
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: STRAFFORD NUTRITION MEALSON WHEELS

Date 5/16/14


Name: CARL VAN ASSELT
Title: CHAIR

Contractor Initials CA
Date 5/16/14



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

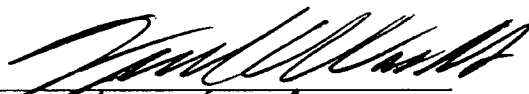
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: STAFFORD NUTRITION MEALS on WHEELS

5/16/14
Date


Name: KARL VAN ASSELT
Title: CHAIR



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

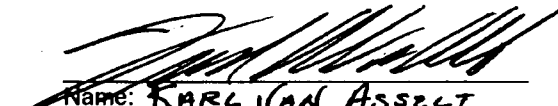
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: STRAFFORD NUTRITION MEALS ON WHEELS

Date: 5/16/14


Name: KARL VAN ASSELT
Title: CHAIR

Contractor Initials: VA
Date: 5/16/14



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: STRAFFORD NUTRITION MEALS ON WHEELS

05/16/14
Date


Name: KARL VAN ASSELT
Title: CHAIR



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract**

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$1,789,049.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety, 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation 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,

Date 5/5/15

State of New Hampshire
Department of Health and Human Services

Diane Langley
Diane Langley
Director

Date 4/27/15

Tri-County Community Action Program, Inc.

Michael Coughlin
NAME Michael Coughlin
TITLE Chief Executive Officer

Acknowledgement:

State of NH, County of Coos on 4-27-15, 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

Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

[Signature]
Name: Megan A. Giguere
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:



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

- 3.1. Title III
Individuals who are age 60 and older and with the most economic or social needs as described in:
 - Older Americans Act as amended, Section 305,(a)(2)(E) and
 - Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.
- 3.2. Title XX 42 USC §1397 et seq.
Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
- 7.3.2.1. Homebound; or
- 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A Amendment #1

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A Amendment #1

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A Amendment #1

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A Amendment #1

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/3 65)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

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- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-4

Contractor Name: Tri County Community Action Program, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	28,315		\$155,732.50	7,079		\$38,934.50
	Title III C-2 Home Delivered Meals	58,000	62,100	\$299,930.00	14,500	15,525	\$74,982.50
	Title IIIB Transportation	20,000	100,000	\$205,000.00	5,000	25,000	\$51,250.00
	Title XX Home Delivered Meals	26,000	27,900	\$134,470.00	6,500	6,975	\$33,617.50



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (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.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials ML

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Tri-County Community Action Program, Inc.

4/27/15
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MC

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 8, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 9-23-2014:

(Date)

RESOLVED: That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 27th day of April, 2015.

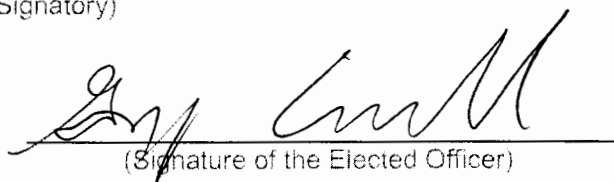
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

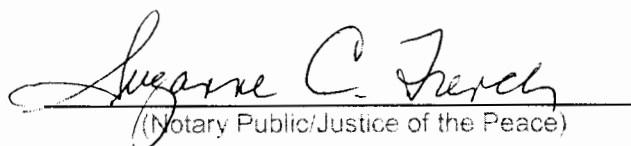
STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 27th day of April, 2015,

By Gary Coulombe

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy	
	PHONE (A/C, No. Ext): (603) 669-3218	FAX (A/C, No.): (603) 645-4331
E-MAIL ADDRESS: kshaughnessy@crossagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Arch Ins Co		11150
INSURER B Maine Employers Mutual Ins Co.		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1471714530 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NCPCKG0328200	7/22/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		NCAUT0328200	7/22/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	B <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ NCFXS0328200 7/22/2014 7/1/2015					
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	3102801186 (3a.) NH All officers included	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	A Professional Liability NCPCKG0328200 7/22/2014 7/22/2015 Per Occurrence \$1,000,000 Aggregate \$3,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: NCE - BEAS contract amendment - nutrition & transportation. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of NH Contracts and Procurement Unit 129 Pleasant Street Brown Building Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Perrin/KS5 <i>Laura Perrin</i>
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MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.

...Helping people, changing lives.

Financial Statements

**TRI-COUNTY
COMMUNITY ACTION PROGRAM, INC.**

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED
JUNE 30, 2014
AND
INDEPENDENT AUDITORS' REPORT**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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FINANCIAL STATEMENTS

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To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Prior Period Adjustment

The financial statements of Tri-County Community Action Program, Inc. as of June 30, 2013, were audited by other auditors whose report dated March 31, 2014 expressed a qualified opinion on those financial statements. The reason for the qualified opinion on the fiscal year 2013 statements was that the Organization had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The previous auditor stated that the effects on the financial statements of that departure were not readily determinable. As discussed in **Note 14** to the financial statements, the Organization has adjusted its 2013 financial statements to retrospectively apply the change in temporarily restricted net assets. The other auditors reported on the financial statements before the retrospective adjustment.

As part of our audit of the fiscal year 2014 financial statements, we also audited the adjustments described in **Note 14** that were recorded to restate the fiscal year 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 19, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Loane McDonnell & Roberts
Professional Association*

January 19, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**STATEMENT OF FINANCIAL POSITION
JUNE 30, 2014**

ASSETS

CURRENT ASSETS

Cash	\$ 375,399
Accounts receivable	833,677
Inventories	66,039
Prepaid expenses	27,286
Other assets	<u>818</u>

Total current assets 1,303,219

PROPERTY

Property, plant, and equipment	10,782,988
Less accumulated depreciation	<u>(4,018,976)</u>

Property, net 6,764,012

OTHER ASSETS

Restricted cash	704,665
Building refinance costs, net	<u>16,252</u>

Total other assets 720,917

TOTAL ASSETS \$ 8,788,148

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Current portion of long term debt	\$ 315,312
Demand note payable	501,051
Accounts payable	652,705
Accrued compensated absences	277,779
Accrued salaries	111,486
Accrued expenses	112,335
Refundable advances	224,571
Other liabilities	<u>405,593</u>

Total current liabilities 2,600,832

LONG TERM DEBT

Long term debt, net of current portion	4,253,893
Interest rate swap at fair value	<u>49,713</u>

Total liabilities 6,904,438

NET ASSETS

Unrestricted	1,220,497
Temporarily restricted	<u>663,213</u>

Total net assets 1,883,710

TOTAL LIABILITIES AND NET ASSETS \$ 8,788,148

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT			
Grant and contracts	\$ 14,550,759	\$ -	\$ 14,550,759
Program funding	1,430,906	-	1,430,906
Utility programs	1,235,250	-	1,235,250
In-kind contributions	141,303	-	141,303
Contributions	253,696	-	253,696
Fundraising	48,388	-	48,388
Rental income	742,117	-	742,117
Interest income	877	-	877
Gain on disposal	4,404	-	4,404
Other revenue	<u>256,500</u>	<u>-</u>	<u>256,500</u>
Total revenues and other support	18,664,200	-	18,664,200
NET ASSETS RELEASED FROM RESTRICTIONS	<u>59,923</u>	<u>(59,923)</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>18,724,123</u>	<u>(59,923)</u>	<u>18,664,200</u>
FUNCTIONAL EXPENSES			
Program Services:			
Agency fund	1,020,464	-	1,020,464
Head Start	2,004,565	-	2,004,565
Guardianship	725,590	-	725,590
Transportation	974,583	-	974,583
Volunteer	103,631	-	103,631
Workforce development	520,858	-	520,858
Alcohol and other drugs	1,032,132	-	1,032,132
Carroll County dental	484,898	-	484,898
Carroll County restorative justice	160,275	-	160,275
Support center	238,519	-	238,519
Homeless	468,841	-	468,841
Energy and community development	7,750,706	-	7,750,706
Elder	<u>1,069,155</u>	<u>-</u>	<u>1,069,155</u>
Total program services	<u>16,554,217</u>	<u>-</u>	<u>16,554,217</u>
Supporting Activities:			
General and administrative	1,227,656	-	1,227,656
Fundraising	<u>5,678</u>	<u>-</u>	<u>5,678</u>
Total supporting activities	<u>1,233,334</u>	<u>-</u>	<u>1,233,334</u>
Total functional expenses	<u>17,787,551</u>	<u>-</u>	<u>17,787,551</u>
CHANGES IN NET ASSETS FROM OPERATIONS	936,572	(59,923)	876,649
OTHER INCOME AND (EXPENSE)			
Gain on interest rate swap	<u>32,937</u>	<u>-</u>	<u>32,937</u>
TOTAL CHANGES IN NET ASSETS	<u>969,509</u>	<u>(59,923)</u>	<u>909,586</u>
NET ASSETS, BEGINNING OF YEAR (AS ORIGINALLY STATED)	(227,714)	1,125,522	897,808
PRIOR PERIOD ADJUSTMENT (NOTE 14)	<u>478,702</u>	<u>(402,386)</u>	<u>76,316</u>
NET ASSETS, BEGINNING OF YEAR (RESTATED)	<u>250,988</u>	<u>723,136</u>	<u>974,124</u>
NET ASSETS, END OF YEAR	\$ <u>1,220,497</u>	\$ <u>663,213</u>	\$ <u>1,883,710</u>

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2014**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 909,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	379,543
Gain on disposal of property	(4,404)
Gain on interest rate swap	(32,937)
(Increase) decrease in assets:	
Restricted cash	(73,140)
Accounts receivable	132,610
Inventories	(1,016)
Due from insurance	41,353
Prepaid expenses	(11,234)
Other assets	502
Increase (decrease) in liabilities:	
Accounts payable	(505,581)
Accrued compensated absences	17,426
Accrued salaries	34,078
Accrued expenses	(5,322)
Refundable advances	213,275
Other liabilities	(62,247)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,032,492</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from disposal of property	4,404
Purchase of property and equipment	<u>(177,038)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(172,634)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net repayment of demand note payable	(184,536)
Repayment of long-term debt	(347,318)
Repayment of captial lease obligation	<u>(41,284)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(573,138)</u>
NET INCREASE IN CASH	286,720
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>88,679</u>
CASH AND CASH EQUIVALENTS BALANCE, END OF YEAR	<u>\$ 375,399</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest	<u>\$ 247,825</u>

See Notes to Financial Statements

FD COUNTY COMMUNICATIONS PROGRAM, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Agency Field	Head Office	Domestic	Transmission	Yalantest	Workforce Development	Alcohol and Other Courts	Carroll County Detain	Carroll County Restorative Justice	Support Center	Hotlines	Energy and Development	Editor	Total	General & Administrative	Fundraising	Total
Direct expenses																	
Payroll	75,074	977,185	418,434	449,868	70,900	798,047	587,309	254,824	84,574	148,910	224,827	1,174,451	477,138	5,085,718	557,316	-	5,864,234
Payroll taxes and benefits	18,201	301,822	124,064	141,131	24,348	83,433	187,395	87,471	25,829	34,948	81,848	387,388	118,808	1,579,078	174,732	-	1,753,810
Assistance to others	474	-	-	-	-	13,372	-	-	-	2,702	40,487	6,497,888	11,881	3,025,802	-	-	6,497,888
Consultants and contractors	25,488	48,298	11,837	29,319	-	-	7,237	11,814	2,787	14,188	2,824	17,388	34,708	221,389	232,912	-	474,688
Capital and administrative	15,271	42,844	8,254	1,879	732	348	3,214	5,828	248	1,723	3,884	34,744	7,818	128,444	11,228	-	197,885
Spokane costs and rentals	7,728	189,890	47,382	13,200	8,146	126,275	28,448	-	53,975	-	22,202	108,010	78,862	714,024	149,968	-	863,892
Communicable supplies	1,844	157,128	14,890	29,852	125	3,703	79,148	9,080	138	3,588	4,743	22,640	286,286	308,974	16,178	-	625,134
Rental, lease, purchase and maintenance of equipment	80,227	72	13,772	648	-	-	-	-	-	-	-	-	-	82,616	25	-	82,641
Building and grounds maintenance	87,893	80,734	100	8,849	-	-	22,780	7,388	-	8,745	3,772	1,982	3,181	238,851	796	-	239,647
Utilities	182,929	39,405	15,089	16,652	1,988	6,972	44,780	8,114	2,888	18,657	27,315	34,828	30,787	408,741	8,864	-	418,605
Food and	33	-	-	-	-	-	-	-	-	-	-	-	-	1,847	3,287	-	5,130
Travel and meetings	1,308	82,594	29,722	41,822	805	16,420	14,132	1,244	6,941	11,768	6,920	29,684	228,348	228,457	23,479	-	456,815
Vehicle expenses	1,447	-	-	10,504	-	-	1,834	-	-	4,120	58,242	-	228,348	8,018	-	-	298,387
Insurance	128,801	24,441	822	56,026	717	-	24,661	941	7,948	17,189	33,938	-	388,804	1,988	-	-	460,822
Interest expense	172,371	-	-	-	-	-	2,284	84,742	-	-	478	-	-	245,225	782	-	248,117
Other called program costs	53,871	4,354	20,082	6,585	-	6,257	3,078	4,887	280	2,851	3,381	481	101,318	10,077	5,875	-	117,874
Depreciation and amortization expense	184,173	4,844	8,842	74,438	-	-	21,947	48,891	-	16,825	1,781	7,852	23,880	378,843	-	-	378,543
In-line expended	141,303	-	-	-	-	-	-	-	-	-	-	-	-	545,202	-	-	545,202
Total Direct Expenses	1,220,484	2,044,648	726,640	674,343	103,831	520,858	1,032,192	484,888	162,273	228,816	468,641	7,780,708	1,269,155	16,504,217	1,227,998	5,879	17,797,851
Indirect Expenses																	
Indirect costs	109,445	215,128	82,818	110,872	12,883	47,900	124,871	52,840	15,184	28,782	47,887	794,880	114,638	1,227,856	(1,227,856)	-	-
Total Direct & Indirect expenses	\$ 1,329,929	\$ 2,259,776	\$ 809,458	\$ 785,215	\$ 116,714	\$ 568,758	\$ 1,157,063	\$ 537,728	\$ 177,457	\$ 257,598	\$ 516,528	\$ 8,575,588	\$ 1,383,793	\$ 17,732,073	\$ -	\$ 5,879	\$ 17,737,952

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2014**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of activities

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies.

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

An example is The Northern Forest Heritage Park (the Park), which provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Head Start

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Supports groups for victims and survivors are provided all year long. Open 24 hours a day, services include: Crisis intervention, emergency shelter, court, hospital and police advocacy and accompaniment, support groups, violence prevention programs reach out to students in grades 4-12 and community outreach trainings and professional presentations to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Eight Community Contact sites allow for local participant access. Applications for energy assistance program, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community.

Elder

The Organization's Elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Method of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Organization had no permanently restricted net assets at June 30, 2014. The Organization had temporarily restricted net assets of \$663,213 at June 30, 2014 after the prior period adjustment as described in **Note 14**.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2014.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2014, the fair value of the interest rate swap was \$49,713 and the unrealized gain was \$32,937. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding.

The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8 years
Furniture and Equipment	5 to 15 years

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$224,571 as of June 30, 2014.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c) (3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2009.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), subject to examination by the IRS, generally for three years after it is filed.

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2014, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Use of estimates

The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses. Depreciation applicable to assets which are used by multiple programs, primarily buildings, is charged to the benefiting program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended. The rate is 12.3%.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2014 was \$11,778.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2014, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2014, there was approximately \$487,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved.

The balance as of June 30, 2014 was \$6,219. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits of \$437. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2014 was \$187,107, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2014 was \$403,598. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2014 was \$398,354, and is included in the restricted cash balance on the Statement of Financial Position.

During fiscal year 2013, the Court Appointed Special Trustee requested and received \$225,000 from private donors. These funds were restricted to use by the Special Trustee under his individual authority. As of June 30, 2014, the remaining balance of these funds is \$112,985. This amount is included in restricted cash on the Statement of Financial Position.

NOTE 3. INVENTORY

In 2014, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2014:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$7,972,540	\$ 2,448,604	\$ 5,523,936
Equipment	2,214,981	1,570,372	3,785,353
Land	<u>595,467</u>	<u>-</u>	<u>595,467</u>
	<u>\$10,782,988</u>	<u>\$ 4,018,976</u>	<u>\$ 6,764,012</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2014 was \$378,065.

The Organization also had building refinancing costs of \$17,730. Amortization expense for the year ended June 30, 2014 was \$1,478.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2014, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$277,779.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2014 consisted of the following:

Note payable requiring 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024. \$ 44,319

Note payable requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. 144,785

Note payable requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. 185,470

Note payable requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. 38,753

Note payable requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. 9,507

Note payable requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. 8,340

Note payable requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. 459,945

Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. 26,170

Note payable to a non-profit organization (related party), interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended. 149,866

Bond payable requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040. 3,016,868

Note payable requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032. 485,182

Less current portion due within one year 4,569,205 (315,312)

Total long term debt \$ 4,253,893

The scheduled maturities of long term debt as of June 30, 2014 were as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2015	\$ 315,312
2016	142,626
2017	146,154
2018	545,938
2019	134,263
Thereafter	<u>3,284,912</u>
	<u>\$ 4,569,205</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance.

Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2014 was \$6,219.

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank related to the bond payable listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement.

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2014. Borrowings under the line bear interest at 6.50% per annum, and totaled \$33,611 at June 30, 2014, respectively. The line of credit is unsecured.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2014. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$16,601 at June 30, 2014.

The Organization was issued a revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2014, the outstanding debt totaled \$50,839, which included accrued interest of \$839.

NOTE 8. LEASES

Capital Leases

The Organization leased equipment from Leaf Financial Corporation under the terms of a capital lease. The economic substance of the lease was that the Organization was financing the acquisition of the assets through the lease, and accordingly, it was recorded in the Organization's assets and liabilities. In 2014, the remaining balance was paid off and the balance was subsequently reduced to zero.

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2014, the annual rent expense for leased facilities was \$188,455.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2014, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2015	\$ 171,566
2016	93,116
2017	81,757
2018	83,531
2019	70,936
Thereafter	<u>282,000</u>
	<u>\$ 782,906</u>

Rent expense for the year ended June 30, 2014 totaled \$714,004.

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

The Organization receives a large majority of its support from federal and state governments. For the year ended June 30, 2014 approximately \$14,018,226 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have an effect on the Organization's programs and activities.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2014:

NH Charitable Foundation Grant, Mt. Jasper	\$	32,653
Donations to Special Trustees		50,000
Champagne Family Rescue		616
Berlin Area Renewable Energy Initiative		19,838
Transitions in Caregiving Plus		3,235
10 Bricks Shelter Funds		107,221
Fuel Assistance Emergency Fund		8,689
Donations to Mahoosuc Trail		1,842
Carroll County Transit Program		7,954
Community Contact		3,543
Donations to Maple Fund		1,825
Private Funding for Fuel Assistance Program		149,178
Pellet Stove Program		25,000
Private Funding for Head Start		26,028
Loan Programs		153
Private Funding for Alcohol and Other Drug Program		50,000
Funding for Tyler Blain House		12,595
North Country Transit Other		22,041
Restricted Buildings		<u>140,802</u>
Total temporarily restricted net assets	\$	<u>663,213</u>

NOTE 12. COMMITMENTS AND CONTINGENCIES**Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Other Liabilities

During fiscal year 2012, the Organization withdrew \$375,000 from an account entrusted to the Organization as part of the Guardianship Program (see **Note 2**). This unauthorized withdrawal was reported to the New Hampshire Assistant Attorney General of the Charitable Trust Division and an agreement was reached to replenish the account. The Organization returned \$191,000 during the fiscal year ended June 30, 2013 and \$184,000 during the fiscal year ended June 30, 2014 to the Guardianship Services Program account.

In addition to the requirement to return the funds, the Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds. This amount was still outstanding at June 30, 2014 as no official notice or request for payment had been received by the Organization.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total note payables to related parties for the year ended June 30, 2014 was \$176,036.

NOTE 14. PRIOR PERIOD ADJUSTMENTS

The beginning net assets for 2014 have been restated to correctly classify unrestricted and temporarily restricted net assets. The prior auditors had modified their audit opinion for the year ended June 30, 2013 with regards to these balances stating that the Organization had previously not classified these net asset balances appropriately. They also stated that the effects on the financial statements were not reasonably determinable. During the year ended June 30, 2014, the Organization reviewed their entire unrestricted and temporarily restricted net asset balances and corrected this issue. The effect of the restatement was to increase unrestricted net assets and decrease temporarily restricted net assets for 2013 by \$402,386.

There was also another adjustment, totaling a net amount of \$76,316, related to refundable advances not recorded at June 30, 2013.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 19, 2015, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services			
<i>Direct</i>			
Head Start	01CH1041/47	93.600	\$ 1,174,745
Head Start	01CH1041/48	93.600	854,328
<i>Passed through New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance (Admin.)	1025875	93.568	86,709
Low-Income Home Energy Assistance (Assurance 16)	1025875	93.568	31,324
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	384,079
Low-Income Home Energy Assistance (Program)	1033340	93.568	5,322,937
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	103,389
Low-Income Home Energy Assistance (HRRP)	1025855	93.568	17,353
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	72,444
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	14AANH3SP	93.044	10,780
<i>Passed through New Hampshire Health and Human Services</i>			
Community Services Block Grant	1026069	93.589	112,288
Community Services Block Grant	102500731	93.569	486,633
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	332,099
Temporary Assistance for Needy Families (JARC)		93.558	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	10,617
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	210
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Adult Medical)	1016495	93.044	2,449
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	1016499	93.045	157,945
National Family Caregiver Support, Title III, Part E	1008784	93.052	8,591
National Family Caregiver Support, Title III, Part E	14AANH3FC	93.052	10,738
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	1016495	93.044	50,593
Medical Assistance Program (Assessment & Counseling #1)	1008784	93.778	20,909
Medical Assistance Program (Options Counseling and I&R #7)		93.778	33,902
Medical Assistance Program (Transportation)		93.778	48,032
Nutrition Services Incentive Program (NSIP)		93.053	71,604
Social Services Block Grant (Title XX I&R)	G-1301NHSOSR	93.667	5,199
Social Services Block Grant (Title XX I&R)	1008784	93.667	2,063
Social Services Block Grant (Title XX Adult Daycare)	1016503	93.667	2,134
Social Services Block Grant (Title XX HD Meals APS)	1016498	93.667	2,857
Social Services Block Grant (Title XX HD Meals)	1016495	93.667	58,754
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	1016501	93.045	66,556
Affordable Care Act - Aging and Disability Resource Center (ADRC Optional)	90R00028	93.517	14,544
Centers for Medicare and Medicaid Services (SHIP)	1008784	93.779	7,325
Centers for Medicare and Medicaid Services (SHIP)	1NOCMS020220	93.779	4,197
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	1008784	93.048	3,084
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	90MPO176	93.048	7,354
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,818
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	24,957
<i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i>			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,638
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
<i>Passed through New Hampshire Division of Public Health Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse		93.958	260,450
<i>Passed through New Hampshire Division of Child Support Services</i>			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	79,829
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,021,622
U.S. Department of Energy			
<i>Passed through Governor's Office of Energy and Community Services</i>			
Weatherization Assistance for Low-Income Persons	1033409	81.042	209,433
<i>Passed through NH Community Development Finance Authority</i>			
Energy Efficiency and Conservation Block Grant Program (Better Buildings)		81.128	72,291
TOTAL U.S. DEPARTMENT OF ENERGY:			281,724
U.S. Corporation for National and Community Service			
<i>Direct</i>			
Retired and Senior Volunteer Program	13SRANH001	94.002	72,754
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			72,754

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<u>U.S. Department of Agriculture</u>			
<i>Direct</i>			
Supplemental Nutrition Assistance Program (food stamps)		10.651	6,520
Rural Housing Preservation Grants		10.433	4,392
<i>Passed Through New Hampshire Department of Education</i>			
Child and Adult Care Food Program		10.668	105,782
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			116,694
<u>U.S. Department of Homeland Security</u>			
<i>Direct</i>			
Emergency Management Performance Grants (FEMA)	128735	97.042	21,889
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			21,889
<u>U.S. Department of Justice</u>			
<i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i>			
Crime Victim Assistance (VOCA)		16.575	66,702
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	7,876
TOTAL U.S. DEPARTMENT OF JUSTICE:			74,580
<u>U.S. Department of Transportation</u>			
<i>Passed through New Hampshire Department of Transportation</i>			
Formula Grants for Rural Areas (Section 5311)	NH-18-X044	20.509	293,798
Job Access and Reverse Commute Program (FTA- Section 5316)		20.516	37,386
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	NH-85-X002	20.513	47,225
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	29,258
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			407,666
<u>U.S. Department of Housing and Urban Development</u>			
<i>Passed through New Hampshire Office of Family Services</i>			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	130,186
<i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i>			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	40,126
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			202,826
<u>U.S. Department of Labor</u>			
<i>Passed through New Hampshire Department of Labor</i>			
WIA Adult Program	2009-006	17.258	64,919
WIA Dislocated Worker Formula Grants	2008-006	17.278	77,328
TOTAL U.S. DEPARTMENT OF LABOR:			142,247
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 11,342,002

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 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 Tri-County Community Action Program, Inc., it is

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies: FS-2014-001, FS-2014-002, and FS-2014-003.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDannell: Roberts
Professional Association*

North Conway, New Hampshire
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2014. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leane, Mc Donnell : Roberts
Professional Association*

North Conway, New Hampshire
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2014

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. Three significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and are included in the Findings – Financial Statement Audit below.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
 - Low Income Home Energy Assistance – CFDA #93.568
 - Aging Cluster:
 - Special Programs for the Aging – Title III, Part B – CFDA #93.044
 - Special Programs for the Aging – Title III, Part C – CFDA #93.045
 - Nutrition Services Incentive Program – CFDA #93.053
 - Community Services Bock Grant – CFDA #93.569
 - Head Start – CFDA #93.600
 - Temporary Assistance for Needy Families – CFDA #93.558
8. The threshold for distinguishing Type A and B programs was \$340,260.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

Criteria: A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Cause: Procedures have not been fully designed and implemented over the accounts receivable in order to safeguard the assets.

Effect: Although we did not encounter receivables that were not properly recorded, there is the risk that the miscellaneous receivables balance would be misstated.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

Criteria: The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Cause: The predecessor auditor provided guidance to management on how to record the net assets.

Effect: The Organization required assistance and guidance on how to calculate the amount of Federal funds included in temporarily restricted net assets, resulting in a prior period adjustment.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Criteria: Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations.

Cause: A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

Effect: One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2013

Financial Statement Audit

FS-2013-01

Condition: Although some improvements have been made since the prior year audit, the financial reporting system continues to be inadequate in its ability to identify, capture, and record information. Procedures to prevent, or detect and correct material misstatements in the financial statements are not effective. Customary accounting procedures were not fully implemented and those procedures which did exist were not consistently done in a timely manner.

Audit fieldwork was scheduled to begin on September 30, 2013, three months after the fiscal year end. Although we held a pre-audit conference on June 13, 2013 and provided the Chief Financial Officer with specific requests for information, we did not receive an adjusted trial balance until September 26, 2013 which, when received, was labeled as "Draft".

When we arrived to perform audit procedures, the client was in still in the process of reconciling revenues and total expenditures to a worksheet used to prepare the draft Schedule of Expenditures of Federal Awards (SEFA). This process was required, because as noted in the prior year audit deficiencies letter, there were many inaccuracies in the posting of revenue throughout the year. Many adjustments were required before the financial reporting system accurately reported the total revenues by program. Therefore a final SEFA could not be prepared until January 2014. This also made it difficult for program managers to manage their programs since the revenue as reported to them during the year was incorrectly allocated by source.

The financial reporting system was closed on a monthly basis without ensuring all accounts payable invoices relating to the period were posted. Entries for internal expenses such as depreciation and occupancy costs were missing from several month end reports. These errors not only caused an issue for program managers during the fiscal year because financial information used to support reimbursement requests frequently changed when these adjustments were finally calculated and posted, but also caused determining final expenditures by program extremely difficult.

Additionally, although reconciliations of most balance sheet accounts had been prepared at year end, there had been little to no effort made to reconcile the annual amounts for payroll, depreciation, or occupancy costs to the trial balance. Our audit procedures found issues with the depreciation and occupancy costs as reported on the trial balance which were later corrected through adjusting entries.

It was also noted that on the Aging Cluster quarterly program service reports, that the amounts reported as expenditures of the program were incorrect because the departments are not receiving timely financial reports with correct financial information.

Recommendation: The Organization should continue its efforts to further enhance and refine the financial reporting system so that information can be obtained in a timely manner.

Prior Year Management Response: Management agrees with this finding.

The Organization did have difficulty with completing the preparation for the audit and closing out the year. The prior year audit was not finished until March 31st, and it appears that the new Chief Financial Officer and Senior Accountant, who started in May 2013 and June 2013 respectively, spent their time acclimating themselves as best they could.

The Organization was struggling to keep its doors open and much activity and effort was being placed on survival activities like cash management. Management expects that closing out the fiscal year and audit preparation will be much quicker in FY14 as the Organization's financial stability has improved significantly and less staff time and energy is diverted to survival efforts.

Management agrees with the finding that not all accounts payable expenses were being properly recorded by the end of the posting period. Because the Organization was so strapped for cash, it would close the monthly quickly, usually around the 5th of the month, so that it could send out billings. Some accounts payable invoicing was not being recorded in the monthly posting period, usually due to a lag in receiving invoices from vendors. The Organization would capture these payables in the next month.

Management sees this as a problematic process that frankly will probably continue until there is an adequate cash reserve. The Organization is currently working on improving cash reserves by selling off surplus real estate. The Lancaster property has already sold, an offer has been made on the Ashland property (contingent upon a vote at Town Meeting), and a proposal is being negotiated for the Northern Forest Heritage Park property. The School Street property in Berlin is actively on the market. As each property closes, a portion of the proceeds will move into a cash reserve account, so the Organization will be able to remedy this problem over time.

Starting late in fiscal 2013, and continuing to the present time, on the advice of a consultant, the Organization changed its methodology of posting depreciation, posting to the departments where the item is used, rather than to the whole agency. The posting is now done monthly, rather than annually, as previously done.

Current Status: We have found significant improvement over the Organization's ability to identify and record information, as well as the procedures to prevent, or detect and correct material misstatements. We have identified one item (FS-2014-002) that we would consider to be a significant deficiency that needs adjustment in order to produce financial statements.

FS-2013-02

Condition: Procedures for the recording of receivables are poorly designed and inadequate to ensure reporting in accordance with generally accepted accounting principles

In fiscal year 2013, the Organization began utilizing the accounts receivable module of the financial reporting system. This system was used for a portion of the year and was not used for all types of receivables. Programs with significant client activity such as the Dental Center, Restorative Justice, Alcohol and Other Drugs and Transportation track their receivables using a variety of systems which range from patient billing systems to excel worksheets. Because the fiscal department does not track receivables for these program areas, the finance department has no way to ensure that all receivables have been recorded, an allowance has been established for doubtful accounts, or that collection efforts are made to ensure payment is received.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding.

In April, 2013 the Organization initiated the use of the "accounts receivable" module for contract receivables. Later that year, the Organization also began the process of recording receivables for non-contract billings, such as for Alcohol & Other Drugs and Dental receivables. This is a new process for the Organization, but staff seems to be taking it very seriously. Staff in the finance department now have a method to remind program directors when non-contract receivable information is due. This has been a work in progress, but management believes the information is much more accurate now.

Receivables for the Alcohol & Other Drugs and Dental programs require more intensive attention. The Chief Financial Officer is working with the leadership of those two programs, both to collect what is collectable from old accounts, and to put procedures in place to better assure payments in the future. It is likely that there will always be some accounts from both of these programs that will remain uncollectable, due to the population the Organization serves: low-income, transient, jail-bound in some cases. But we need to follow best practices to ensure as much as possible is collected at the point of service, and to stay in touch with clients after they have left.

Current Status: The Organization records their monthly receivables based on invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end. If there was a delay in payment to the Organization, there is the risk that the miscellaneous receivables would be misstated. During our testing in the current year, we noted the Organization had properly captured the appropriate receivables balance (FS-2014-001).

FS-2013-03

Condition: Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, it appears that finance department personnel did not fully understand the requirements related to each classification.

This was evidenced by the Chief Financial Officer closing all temporarily restricted net asset accounts from fiscal year 2012 into one summary account, thereby losing the detail of which grant had remaining temporarily restricted funds to be expended.

It was further evidenced by the entries related to the sale of vehicles by the transportation program, the proceeds of which have to be used to reacquire new vehicles. This amount was recorded as sales revenue and not identified as temporarily restricted proceeds until questioned by the auditor.

Furthermore, the Organization lacks a process to identify the amount of temporarily restricted net assets at year end because they are unable to correctly adjust the financial reporting system to report the total expenditures by program, do not have a mechanism in place to calculate the restricted revenues in excess of expenditures once correctly adjusted, and do not appear to be working toward developing a methodology to correct this deficiency.

Recommendation: The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The finance department employees, as well as other program staff, should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these assets as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

Prior Year Management Response: Management agrees with this finding.

There is a policy regarding the acceptance of donations and other grants, but it appears to be outdated, and does not include a standard form which would document the donor's restrictions as to the use of funds. Management will work with the finance department to ensure that the policy is updated and such a form is created. Moreover, the finance department will be directed to create a simple, less cumbersome system to track expended and unexpended grant and donation revenues, and record them accurately in the financial statements.

Current Status: We noted that there were some items within temporarily restricted net assets that related to programs and should be transferred to unrestricted, resulting in a prior period adjustment (FS-2014-002).

FS-2013-04

Condition: Procedures to allocate shared occupancy costs to the benefiting programs were inadequate and failed to allocate the costs accurately. Furthermore, reconciliation procedures that would have identified the errors were not performed.

Recommendation: Procedures to identify, allocate and reconcile occupancy costs to the benefiting programs should be refined to ensure that all costs are captured, properly allocated and posted to the financial reporting system.

Prior Year Management Response: Management agrees with this finding.

FY 2013 was the first year that the Organization moved to capture occupancy costs and assign them to benefiting programs, rather than to the agency as a whole. Naturally, with so many properties, and so many programs, there have been some errors in implementing this process. But it does seem to capture true programs costs much better than the previous method. Management's position is that the agency needs to get this right, so there is a process for cost allocation that can be used in future years.

Management plans to review occupancy costs regularly, to ensure that they are captured. Finance department now reconciles occupancy costs quarterly for accuracy, and this practice will continue.

Current Status: During our testing, we noted that the costs were allocated properly and that reconciliation procedures were performed.

FS-2013-05

Condition: The listing of property and equipment as originally received from the Organization did not include \$661,615 of assets which were included in the total assets per the trial balance. Further inquiry revealed that the Chief Financial Officer had removed the assets from the listing because they were fully depreciated and planned to post a journal entry to remove the asset balance and related depreciation from the accounts. However, no procedures were performed to identify if the assets were still in existence and still being used by the Organization.

Recommendation: Design and implement a policy for property and equipment which includes the requirement to periodically take a physical inventory of assets currently in use and to update the fixed asset as needed for additions and disposals.

Prior Year Management Response: Management agrees with this finding.

In the new Accounting Policy and Procedure Manual, there is a process for property and equipment that allows the Organization to dispose of or write off fully depreciated assets.

During FY 2014, the Chief Operating Officer assigned an employee to list all property and equipment in existence, and there is a draft that needs to be reviewed, so there is a listing of all the Organization's assets in one place. This list will be reviewed at least annually in the future.

Current Status: The assets mentioned were added back to the schedule and the full listing was reviewed by management. Those assets that were no longer in existence, or in service, were removed from the listing and the accounts were reconciled to the trial balance.

FS-2013-06

Condition: The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

A test of the controls over the bank reconciliation process identified missing reconciliations for July 2013 for nine bank accounts used for the senior meal site locations, senior wheels program and the Head Start policy council. These bank accounts are reconciled at the individual site/program locations and a copy of the reconciliation is to be sent to the fiscal department for review. The July reconciliations had not been received by the fiscal department as of September 30, 2013, the first date of audit fieldwork. Although the reconciliation had been identified as missing by the Accounting Manager, the Chief Financial Officer had not requested or obtained the missing items. The balances in the account were immaterial however; failure to monitor and enforce controls may create opportunities for fraud or errors to go undetected.

Confirmations of account balances with banking institutions revealed two accounts with the Woodville Guaranty Savings Bank which were not listed in the financial reporting system and appeared to have been overlooked. The accounts balances were immaterial however, the accounts should be closed if no longer being used. Bank accounts which are not monitored and reconciled may create opportunities for fraudulent activity.

Examination of the operating bank account reconciliation revealed an unusual adjustment related to the line of credit. The operating account is tied to a line of credit which is automatically drawn upon when checks presented for payment exceed the available bank balance. At fiscal year end, the organization had \$96,818 in outstanding checks against a bank balance of \$5,832. The checks had not been presented for payment and therefore the line of credit had not been accessed to cover the overdraft, however, the Organization recorded a reconciliation adjustment to increase cash by the amount of available credit on the line of credit. As a result, the bank balance and the line of credit balance were overstated by the available credit line of \$122,648.

Recommendation: Because of the liquid nature of cash, preventative controls should be the first area of focus because controls often identify the error too late to prevent the loss of resources. Management should further refine controls over the bank accounts to strengthen the internal control system.

Prior Year Management Response: Management agrees with this finding.

The need for better controls of cash and bank accounts is a priority for the Organization's management. In FY 2014, the Organization closed several smaller, problematic accounts, where getting programs managers to reconcile was a challenge.

The finance department will now reconcile all bank accounts monthly, before the month is closed. The Organization management commits to ensuring that unusual practice, such as writing checks that exceed the available cash, will not take place.

Current Status: There were bank reconciliations prepared monthly for all bank accounts and amounts agreed to the trial balance; however, we did note that the Head Start Policy Council bank account was not properly recorded on the trial balance of the Organization and the Guardianship account was being reported on a cash basis, rather than accrual basis, creating two adjusting entries (FS-2014-003).

FS-2013-07

Condition: Although the client is preparing a worksheet to reconcile the payroll reports from the payroll module of the accounting system to the quarterly 941 reports, the reconciliation process did not include a reconciliation to the totals per the general ledger accounts. Reconciling to the general ledger is an important control which helps to identify miss-postings which may otherwise go unnoticed due to the large dollar amount and transaction volume processed through the payroll general ledger accounts. This control is especially important at the Organization because the accounting system includes an additional step of posting to a summary account and then allocating the costs to the individual program general ledger accounts. Assuming that the amount posted to the summary account equals the amount posted to the individual program general ledger accounts without verification could create an opportunity for errors or fraud to be undetected.

Recommendation: Management should implement procedures to include a quarterly reconciliation of the payroll information to the general ledger accounts.

Prior Year Management Response: Management agrees with this finding.

The Organization now has a process for reconciliation of payroll at every payroll period. This reconciliation is conducted by the Organization's senior accountant, and his work is overseen by the Chief Financial Officer. Payroll is now being reconciled down to the individual program general account level through the year-to-date time sheet charges, by the activity report in our accounting system.

Current Status: During our testing, we noted that the payroll accounts were properly reconciled to the 941 returns with no exceptions.

FS-2013-08

Condition: A general journal entry was posted to record the liability for credit card transactions which were included on a statement which spanned the fiscal year end. The entry correctly recorded the liability, however the expenses were posted to a summary account which was included in miscellaneous expenses rather than posting each expense to the appropriate expense account. As a result, although the liability is correctly recorded, the expense is not reported by natural classification or by function. Additionally, the expense will not be included in expenses which were eligible for grant reimbursement.

Recommendation: Procedures should be implemented to ensure that all expenses are posted to the correct general ledger account including those posted through general journal entries.

Prior Year Management Response: Management agrees with this finding.

During FY 2014, the Organization created a new credit card policy designed to provide better internal controls, and direct expenses to the programs where they belong. Beginning in FY 2014, the Finance department is recording all outstanding payables down to the grant award level. This should ensure more accurate accounting of expenses, and also allow the Organization to capture all allowable federal and state reimbursements.

Current Status: During our testing, we noted that the credit card transactions were appropriately recorded to the proper expense accounts and by function.

FS-2013-09

Condition: Procedures over the control of the weatherization/better buildings materials inventory are inadequate.

The Organization purchases inventory in bulk for use by all of the weatherization programs. The materials used by the Better Buildings program are recorded on a worksheet and an entry should be posted at year end to transfer the expense related to the program from a general expense account to a Better Buildings program specific account. The Organization failed to post this entry which caused the Better Building program costs to be understated by approximately \$39,300.

Additionally, the finance department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

Recommendation: The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end, costs can be properly allocated by program, and any errors or misappropriations can be detected.

Prior Year Management Response: Management agrees with this finding.

Prior to FY 2014 there does not seem to have been an adequate system for internal control of the Weatherization materials inventory. Since that time, there has been a change in leadership in the program, and new procedures for tracking inventory.

Currently, as items are removed from inventory and used to weatherize homes, the Weatherization Director tracks each job's actual use of materials, as well as labor and other expenses. The process of tracking expenses and revenues is overseen by the EHCCO Division Director and reported regularly to the Finance department. The CFO reviews these inventory uses, revenues and expenses, and makes value adjustments in the balance sheet quarterly. The Organization now conducts a physical count of materials each quarter, and captures these in journal entries. Finance department has also created a written policy and procedure regarding procurement and inventory management.

Current Status: During our testing we found that updated controls were in place over the inventory and that the inventory was being reconciled. The Organization has improved their internal controls over the last fiscal year and is still in the process of making updates to improve their procedures. We noted during our testing of internal controls that there were missing signatures of approval and signs-offs on routing sheets; however, these appear to be isolated incidents.

FS-2013-10

Condition: Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of \$533,667 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 10/31/12. Expenditures for the grant period had not been incurred however the funds were spent on organizational operating expenses.

Recommendation: The Organization should continue in its efforts to design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance.

Prior Year Management Response: Management agrees with this finding.

This particular finding is vital for the Organization's future program integrity. The Organization MUST comply with cash management requirements regarding the drawdown of an awarding agency's funds. Management believes that the spirit of the Auditor's recommendation has been followed in FY 2014. For example, the Organization began a procedure of drawdowns with Head Start and RSVP that guaranteed that funds were not requested until payroll and accounts payable were completed and only represented costs to date. Other major federal accounts such as CSBG were drawn only on a 1/12th basis, and FAP monies were segregated into a separate restricted account which prohibited movement of funds without dual signatories from Senior Management.

However, Management commits to taking the additional step of creating a policy and procedure that contains language specifically referencing how monies advanced by an awarding agency are to be treated.

Current Status: Corrected.

Single Audit

SA-2013-01

Condition: Our audit of the controls over the Better Buildings Program revealed that the Organization failed to comply with Davis-Bacon Act wage requirements.

The current year issue was identified and reported by NH Community Development Finance Authority during a monitoring visit in July 2013 and related to the June 2013 payroll. Additionally, we identified issues with the May 2013. Both of these errors were after the fiscal 2012 deficiency letter was issued which identified a similar finding related to the Weatherization Program.

Additionally per the Better Buildings grant document, certified payrolls were to be sent to the NH Office of Energy and Planning within 7 days of payroll processing. The Organization did not comply with this requirement.

Recommendation: The Organization should design and implement a system to comply with Davis Bacon Wage requirements.

Prior Year Management Response: Management commits to complying with Davis-Bacon Act wage requirements.

As of FY 2014, the Better Buildings program no longer exists. In future, when the Organization takes on projects that are subject to Davis-Bacon, Management will ensure that all requirements under the Act will be met. The Organization will seek the guidance of an employment attorney to ensure its practices are designed to be fully compliant.

Current Status: Corrected.

SA 2013-02

Condition: The listing of property and equipment did not include any information regarding the source of funds used to acquire or improve each asset. Some of the assets were purchased with federal funds in accordance with grant requirements. However, depreciation related to those assets would not be an allowable expenditure for grant reimbursement. The Organization did not have a procedure in place to identify assets purchased with federal funds and to ensure that the depreciation related to the assets was charged to the correct program for proper financial reporting, but not included in expenses submitted for reimbursement for grant compliance.

Recommendation: Procedures should be implemented which would include the identification of assets purchased with federal funds and a mechanism for tracking and posting the related depreciation expense.

Prior Year Management Response: Management agrees with this finding.

In FY 2014, the Finance department created a "Federal, un-reimbursable" code in its accounting software, to keep track of non-allowable depreciation expenses.

Starting with a reminder to Program Directors in March, 2014, Management will take the additional step of making sure Program Directors and Finance staff are all well-versed in the requirement to identify assets purchased with federal funds.

Current Status: Corrected.

SA 2013-03

Condition: Procedures have not been designed or implemented to allocate expenses to grants with periods which differ from the Organization's fiscal year.

The Head Start grant year includes the period of February 1 to January 31 of each year. Because the Organization did not post depreciation on a monthly basis until March of 2013, no depreciation was posted to the grant year which ended on January 31, 2013. However, 12 months of depreciation was posted to the grant year ending January 31, 2014 although only 5 months of depreciation was attributable to this time frame.

Similarly, in-kind occupancy costs were not allocated to the correct grant year. No in-kind occupancy costs were charged to the grant year which ended on January 31, 2013. Instead all in-kind occupancy costs were charged to the grant year ended January 31, 2014.

Recommendation: Posting expenses on a monthly basis will help to alleviate issues related to differing grant periods. However, careful review of financial information by an individual independent of the preparation will help to identify errors with calculations and application of allocation methods.

Prior Year Management Response: Management agrees with this finding.

It appears that when the Organization began posting expenses on a monthly basis, this was a step in the right direction. But it also appears that initially, a careful review of the information reported was not done.

Management appreciates the Auditor's suggestion that the Organization should not only post expenses on a monthly basis, but also provide a careful review by someone not involved in the preparation, as a check against errors. The current process is that the Senior Accountant prepares the journal entries for grant accounts monthly, and these entries are reviewed and approved by the Chief Financial Officer monthly.

Current Status: Corrected.

SA 2013-04

Condition: Controls over the accumulation of allowable costs and related reimbursement requests for the Better Buildings program were inadequate.

Testing of reimbursement requests for 3 out of 10 requests submitted during the fiscal year identified 2 out of the 3 requests selected could not be reconciled to the financial reporting system. In both cases, the administrative costs did not agree to the financial reports. Additionally, in one case the program costs did not agree to the financial reports. Of the 3 requests tested, 2 requests were not approved by the appropriate personnel.

Because the grant remained open after the current fiscal year end, the Organization had an opportunity to research and correct the issue prior to the grant close out.

Recommendation: Procedures must be designed and implemented which provide for the accumulation of information which will allow for an accurate reimbursement request, supported by verifiable data to be prepared.

Prior Year Management Response: Management agrees with this finding.

The new Weatherization Director has begun a reconciling process using accounting software to put together reimbursements. He also obtains signatures of senior staff, who review his work prior to transmission of billing. This practice was begun October 2013 and continues today.

Current Status: Corrected.

SA 2013-05

Condition: In testing expenditures for the Head Start program, we noted numerous reimbursement requests which lacked the employee's signature and the approval of the supervisor.

Recommendation: We recommend that procedures be implemented which would require proper approval of all invoices, including expense reimbursements prior to payment.

Prior Year Management Response: Management agrees with this finding.

In FY 14 a process was created where any employee requesting reimbursement is required to prepare and sign the employee reimbursement form. A supervisor is required to review and approve the reimbursement, and the Payroll Accountant is required to review the reimbursement and make sure it was free of error, charged to the correct expense and element codes, accompanied by adequate backup documents and appropriately approved. The Payroll Accountant then requests the Chief Financial Officer signature on the document before release of payment.

Current Status: Corrected.

SA 2013-06

Condition: In testing reporting required for the Aging cluster, we noted that the reports for the quarter ended June 2013 were filed late for both the transportation program as well as the senior meals program. Additionally we noted that the number of trips reported on the March quarterly report for transportation reported 64 fewer trips than were actually reimbursed. Further inquiry with the Program Director revealed that the trips were properly reimbursed but were mistakenly left off the quarterly report.

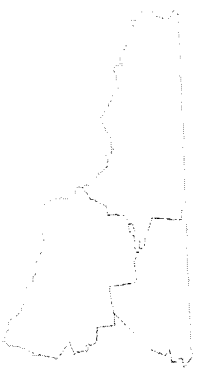
It was also noted that on the Aging cluster quarterly program service reports, the amounts reported as expenditures of the program were incorrect.

Recommendation: We recommend that procedures be implemented which would require a reconciliation of supporting data to the quarterly reports. We also recommend that a schedule be developed to ensure timely filing of reports.

Prior Year Management Response: Management agrees with this finding.

In FY14 a process will be developed to ensure the timely filing of accurate reports.

Current Status: Corrected.



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: admin@tccap.org

Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS FY2015

COÖS COUNTY

Board Chair
Sandy Alonzo
Teacher

Treasurer
Cathy Conway
Vice President- Economic
Development - NCIC

Secretary
Gary Coulombe
Firefighter

Andrew Lefebvre
Teacher

CARROLL COUNTY

Anne Barber
Attorney

Michael Dewar
Business Owner

Vice Chair
Dino Scala
Business Owner

Karolina Brzozowska
Rehab Specialist

GRAFTON COUNTY

Nancy Kitchen
Animal Trainer-
Squam Lakes Science Center

Linda Massimilla
State Representative

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AOD
(603) 752-7941



Community Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100

MICHAEL W. COUGHLIN, M.S.

Chief Executive - Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

- | | |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit |
| ✓ Mentoring & developing inspired leaders | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding | ✓ Passionate advocacy for mission |

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC.

2012 - 2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. \$25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
 - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
 - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION

2011 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
 - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
 - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
 - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
 - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
 - Initiated and implemented two acquisitions of other nonprofits.
 - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
 - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007
One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001
One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000
One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.

- **Vice President, Research & Development -** 1998 to 2000
- **National Director, Client Services -** 1995 to 1998
- **Regional Manager, Client Services -** 1993 to 1995
- **Area Manager, Client Services -** 1991 to 1993
- **Employee Assistance Counselor -** 1989 to 1991

Extensive Board service involvement

Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

Tri-County Community Action Program Falmouth, Maine

Berlin, New Hampshire

Chief Financial Officer

June 2014 – Present

- ☐ Chief Financial Officer responsible for financial operations and facilities management for a \$20 million agency. Manage staff of 6.5 FTEs directly including the Facilities Manager position, which has additional staff.

Town of Falmouth

Falmouth, Maine

Director of Finance

August 2011 – May 2014

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165. Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

City of Waterville

Waterville, Maine

Director of Finance/Treasurer

October 2006 – August 2011

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area included, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

Director of Finance for the Office of Medical Services (Medicaid)

Aug 2005 – Oct 2006

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 – Jul 2005

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction

Rangeley, Maine

Controller

September 2001 – November 2003

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.

Franklin Community Health Network

Farmington, Maine

Controller

October 1997 – September 2001

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty

September 1991- July 1997

Aetna, Inc. - Aetna/US Healthcare - Midwest Region

Chicago, Illinois

Director Planning and Budgeting

September 1996 - July 1997

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department

Middletown, Connecticut

Director/CFO - Finance

February 1994 - September 1996

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. ☐ Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology

Hartford, Connecticut

Expense Management Consultant & Account Representative

September 1991 - February 1994

United Technologies - Otis Elevator International/Hamilton Standard Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.

Connecticut
February 1988 - September 1991

Kaiser Permanente, Accountant - Medical Group

Hartford, Connecticut, Dec 1986 - Feb. 1988

KMG Main Hurdman, Tax Specialist

Stamford, Connecticut, March 1986 - Dec 1986

PROFESSIONAL ORGANIZATIONS & EDUCATION

- ☐ Member of Institute of Management Accountants ☐ Passed the Certified Public Accountant Examination.
- ☐ The University of Connecticut, Storrs, Connecticut Master of Business Administration
- ☐ The University of Connecticut, Storrs, Connecticut Bachelor of Science in Business Administration - Finance



TRI-COUNTY COMMUNITY ACTION

PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: www.tccap.org • E-mail: admin@tccap.org

Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

Title	Name	Annual Salary	As of: January, 2015	
			Percentage	Amount
Chief Executive Officer	Michael Coughlin	\$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	\$100,000	0.00%	0

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AoD
(603) 752-7941



Community
Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$795,132.50
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Michael Coughlin</i>		1.12 Name and Title of Contractor Signatory Michael Coughlin Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> 5-16-14 On _____, 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 <i>Suzanne C. French</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary <i>exp: 6-19-18</i>			
1.14 State Agency Signature <i>Sh L Rock</i>		1.15 Name and Title of State Agency Signatory <i>Sheri Rockburn Director</i>	
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: <i>Mike Brown</i> On: <i>5/28/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials: MC
Date: 5/16/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: UC
Date: 5/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



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6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



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The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
 July 1, 2014 thru June 30, 2015
 GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05

Contractors's name: TRI COUNTY COMMUNITY ACTION PROGRAM, INC.

Name of Service	County/Counties	Towns/Cities where Services will be offered	
Nutrition Services - Congregate	Coos County	Berlin	
		Colebrook	
		Dummer	
		Gorham	
		Lancaster	
		Milan	
		North Stratford	
		Pittsburg	
		Shelburne	
Nutrition Services - Home Delivered	Coos County	ALL	
North Country Transit	Coos County		
Dial-a-ride	Coos County	Berlin	
Dial-a-ride		Clarksville	
Dial-a-ride		Colebrook	
Dial-a-ride		Columbia	
Dial-a-ride		Errol	
Dial-a-ride		Gorham	
Dial-a-ride		Groveton	
Dial-a-ride		Jefferson	
Dial-a-ride		Lancaster	
Dial-a-ride		North Stratford	
Dial-a-ride		Northumberland	
Dial-a-ride		Pittsburg	
Dial-a-ride		Randolph	
Dial-a-ride		Shelburne	
Dial-a-ride		Stark	
Dial-a-ride		Stewartstown	
Dial-a-ride		West Stewartstown	
Dial-a-ride		Whitefield	
Dial-a-ride		Grafton County	Bethlehem
Dial-a-ride			Dalton
Dial-a-ride	Easton		
Dial-a-ride	Franconia		
Dial-a-ride	Lincoln		
Dial-a-ride	Lisbon		
Dial-a-ride	Littleton		
Dial-a-ride	Lyman		
Dial-a-ride	Sugar Hill		
Dial-a-ride	Twin Mountain		
Dial-a-ride	Woodsville		
Dial-a-ride	Woodstock		
Carroll County Transit/Blue Loon Bus	Carroll County		
Dial-a-ride	Carroll County	Albany	
Dial-a-ride		Center Conway	
Dial-a-ride		Conway	
Dial-a-ride		Center Ossipee	
Dial-a-ride		Center Tuftonboro	
Dial-a-ride		Madison	
Dial-a-ride		Meredith	
Dial-a-ride		Moultonborough	
Dial-a-ride		North Conway	
Dial-a-ride		North Sandwich	
Dial-a-ride		Ossipee	
Dial-a-ride		Redstone	
Dial-a-ride		Sandwich	
Dial-a-ride		South Tamworth	
Dial-a-ride		Tamworth	
Dial-a-ride		Tuftonboro	
Dial-a-ride		West Ossipee	
Dial-a-ride		Wolfeboro	

Contractors Initials: *mc*
 Date: *5/16/14*

Exhibit A-2

July 1, 2014 through June 30, 2015

CONGREGATE SITE INFORMATION

RFP # 14-DHHS-DCBCS-BEAS-05

Contractor's name: Tri County Community Action Program, Inc.

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Berlin Senior Center	610 Sullivan Street, Berlin	11:30 am - 1 pm 8 am - 10 am	M, T, W, Th F	60	Expires: 8/22/14	Expires: 6/1/14, Anticipated Inspection renewal 5/23/14
Family Resource Center	123 Main Street, Gorham	11:30 am - 1 pm	M	12	Expires: 4/30/15	N/A
Shelburne Town Hall	74 Village Road, Shelburne	8 am - 10 am	1st & 3rd Tuesday	30	Expires: 10/31/14	N/A
Dummer Town Hall	75 Hill Road, Dummer	11:30 am - 1 pm	1st & 3rd Wednesday	25	Expires: 3/9/14, Anticipated Inspection renewal 6/2/14	N/A
Milan Village School	11 Bridge Street, Milan	8 am - 10 am	2 - 3 times while school in session	25	N/A	N/A
Colebrook Senior Center	15 Colby Commons Lane, Colebrook	11:30 am - 1 pm 9:30 am	T, W, Th, F M	15	Expires: 5/19/15	Expires: 4/20/15
Monadnock Village Housing	5 Monadnock Village, Colebrook	9:00 AM	Monday	15	N/A	N/A
Echo Valley Housing	20 Back Lake Road, Pittsburg	11:30 am - 1 pm	M, T, Th	15	Expires: 6/21/14	Expires: 7/30/14
Fuller Town Hall	10 Common Road, Strafford	11:30 am - 1 pm	T, Th	5	Expires: 4/24/14, Under Renovation, Inspection to follow	Expires: 7/30/14
Wilderness Restaurant	181 Main Street, Colebrook	8 am - 2 pm	T, W, Th	30	Expires: 9/4/14	Expires: 3/29/15
McIntyre School Apartments Housing	16 Highland Street, Whitefield	9 am - 10 am 11:30 am - 1 pm	M W	12 15	Expires: 01/23/15	Expires: 4/3/15
Christ United Methodist Church	153 Main Street, Lancaster	11:30 am - 1 pm	W	10	Expires: 9/3/14	Expires: 02/24/15
McKee Inn Housing	186 Main Street, Lancaster	11:30 am - 1 pm	Th	9	Expires: 5/6/15	Expires: 4/3/15
Colonel Town Recreation	16 High Street, Lancaster	11:30 am - 1 pm	2nd & 4th Tuesday	26	Expires: 9/3/14	N/A

Exhibit A-2

Contractor Initials: WAC

Page 1 of 1

Date: 5/16/14



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

TRI COUNTY COMMUNITY ACTION PROGRAM			
Col. A	Col. B	Col. C	Col. D
	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Funding			
Title III C2	58,000	62,100	\$ 299,930.00
Title XX	26,000	27,900	\$ 134,470.00

Exhibit B-2
 Congregate Meals
 July 1, 2014 through June 30, 2015

TRI COUNTY COMMUNITY ACTION PROGRAM		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	28,315	\$ 155,732.50

**Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015**

TRI-COUNTY COMMUNITY ACTION PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	20,000	100,000	\$ 205,000.00



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

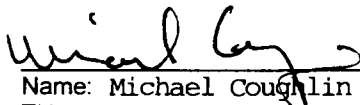
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014

Date


Name: Michael Coughlin
Title: Chief Executive Officer



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

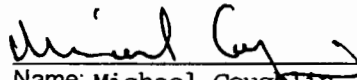
LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014

Date


Name: Michael Couglin
Title: Chief Executive Officer



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:

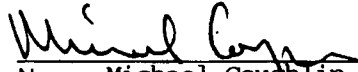
1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

Tri-County Community Action Program, Inc.

May 16, 2014

Date


Name: Michael Coughlin
Title: Chief Executive Officer



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract**

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 312 Marlboro Street, Keene, NH, 03431.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on October 1, 2014 (Item # 4B), and (Amendment #2 to the Contract) approved by the Attorney General on April 20, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to 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 agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: \$1,464,491.65.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

8. Delete in its entirety Exhibit A-2 Congregate Site Information.
9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety 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.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

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

Date 5/5/15

Diane Langley
Diane Langley
Director

VNA at HCS, Inc.

Date 4/30/2015

Cathy Sorenson
NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:

State of New Hampshire, County of Cheshire on April 30, 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

Karen M. Campbell Notary Public
Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Contracts**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Megan A. York
Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

- 5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.
- 5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.



Exhibit A Amendment #1

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A Amendment #1

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1)The reason(s) for the denial;
- 2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1)The individual or his or her authorized representative requests that the services be terminated;
- 2)The individual no longer meets the eligibility requirements for services;
- 3)Funding by the State for the service(s) is no longer available;
- 4)The individual did not reapply for services as required by program rules;
- 5)The individual has been admitted to a nursing home or residential care facility; or



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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:

The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In



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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



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- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 - 1. Require a corrective action plan for identified deficiencies, or
 - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.



**New Hampshire Department of Health and Human Services
Nutrition and Transportation Services**

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- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk 70% and Above
 - Moderate Risk From 26% to 69%
 - High Risk 25% and Below
- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



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Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



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 (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.
3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
\$4.85	Per Home Delivered Meal
\$5.50	Per Congregate Meal
\$8.75	Per Person per day for Transportation Services
\$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
 - 05-95-48-481010-78720000-512-500352
 - 05-95-48-481010-78720000-541-500383
 - 05-95-48-481010-78720000-544-500386
 - 05-95-48-481010-92550000-544-500386
6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:
 - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
 - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
 - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX
- 6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.



Exhibit B Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
12. Invoice Submission:
 - 12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301



Exhibit B Amendment #1

-
- 12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
 - 12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
 - 12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-4

Contractor Name: VNA at HCS, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16			
	Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
	Title III C-1 Congregate Meals	26,645		\$146,547.50	6,661		\$36,635.50
	Title III C-2 Home Delivered Meals	44,845	66,622	\$237,484.85	11,211	16,656	\$59,370.15
	Title IIIB Transportation	4,680	56,663	\$57,948.90	1,170	14,166	\$14,487.30
	Title XX Home Delivered Meals	39,449	58,593	\$208,905.55	9,862	14,648	\$52,225.10



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Cp

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS

4/30/15
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials cp

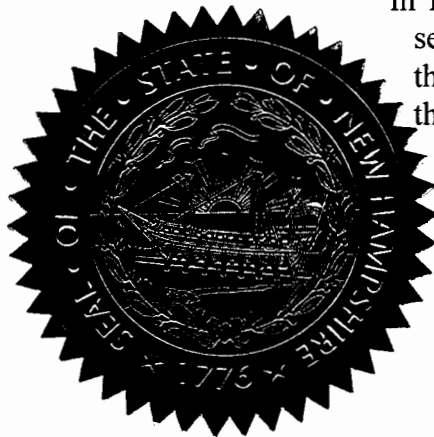
Date 4/30/15

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 VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

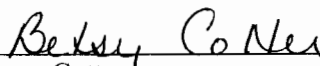
The following is a true abstract of an electronic vote of the Board of Directors of VNA at HCS, Inc. on April 30, 2015, at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.”

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

May 6, 2015
Date



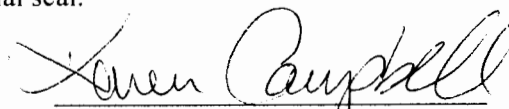
Betsy Cotter
VNA at HCS Board Vice Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On April 30, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

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 Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	CONTACT NAME: Nancy Wallace, AINS PHONE (A/C, No, Ext): (207) 985-2941 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com	FAX (A/C, No): (207) 985-3122
	INSURER(S) AFFORDING COVERAGE INSURER A Atlantic Charter Insurance INSURER B ARCH Insurance Group INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Home Healthcare Hospice & Community Svcs VNA At HCS, Inc PO Box 534 Keene NH 03431		

COVERAGES **CERTIFICATE NUMBER** New Master 2015 **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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		NCPKG0206600	01/04/2015	01/04/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits						PERSONAL & ADV INJURY \$ 1,000,000
	Claims Made						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			NCAUT0206600	01/04/2015	01/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	UMBRELLA LIAB			NCUMB0206600	01/04/2015	01/04/2016	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED \$ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WCA00539800	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional			NCPKG0206600	01/04/2015	01/04/2016	Limit of Liability \$1M/\$3M \$1,000,000
B	Crime			NCPKG0206600	01/04/2015	01/04/2016	\$1,000 ded 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER NH Dept. of Health and Human Services Bureau of Elderly and Adult Services 129 Pleasant St. Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danny Edgecomb/NW
--	---



Comfort, care and support
when home is where you want to be . . .

VALUES AND MISSION STATEMENT

Because we value:

- < **The worth and dignity of all people and their right to privacy**
- < **The right of people to make informed choices**
- < **A creative, holistic approach to individuals' and families' needs**
- < **Health and wellness throughout life**
- < **Access to health care and support services to encourage maximum independence**
- < **A commitment by all staff to acquire and share knowledge through education and research**
- < **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- < **Collaboration with other providers;**

Our mission is:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted By Board: September 4, 1997

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

VNA AT HCS, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

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BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Independent Auditors' Report

Board of Directors
VNA at HCS, Inc.
Keene, New Hampshire

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheets as of June 30, 2014 and 2013, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "A. O. O'Connell".

Concord, New Hampshire
September 22, 2014

VNA AT HCS, INC.
BALANCE SHEETS
JUNE 30, 2014 AND 2013

ASSETS

	2014	2013
Current Assets		
Cash and cash equivalents	\$ 661,607	\$ 1,486,615
Temporary investments	-	38,487
Patient accounts receivable, less allowances for for uncollectible accounts of \$357,315 and \$320,768 at June 30, 2014 and 2013, respectively	2,939,096	2,042,500
Other receivables	415,210	597,672
Prepaid expenses	23,127	24,382
Due from affiliates	4,918,954	4,918,772
Total Current Assets	8,957,994	9,108,428
Assets Limited As To Use	45,114	116,326
Property And Equipment, Net	355,312	249,730
TOTAL ASSETS	\$ 9,358,420	\$ 9,474,484

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	\$ 201,660	\$ 139,740
Due to third-party payers	-	5,000
Accrued payroll and related expenses	727,805	727,011
Deferred revenue	547,217	687,054
Total Current Liabilities	1,476,682	1,558,805
Net Assets		
Unrestricted	7,836,624	7,799,353
Temporarily restricted	26,456	97,668
Permanently restricted	18,658	18,658
Total Net Assets	7,881,738	7,915,679
TOTAL LIABILITIES AND NET ASSETS	\$ 9,358,420	\$ 9,474,484

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Operating Revenue		
Patient service revenue	\$ 15,377,206	\$ 15,288,208
Provision for bad debts	(287,740)	(209,200)
Net patient service revenue	15,089,466	15,079,008
Other operating revenue	<u>2,986,827</u>	<u>3,112,032</u>
Total Operating Revenue	<u>18,076,293</u>	<u>18,191,040</u>
Operating Expenses		
Salaries and benefits	12,064,302	12,075,835
Other operating expenses	3,122,553	2,911,890
Depreciation	330,038	335,579
Management fees	<u>3,045,680</u>	<u>2,969,389</u>
Total Operating Expenses	<u>18,562,573</u>	<u>18,292,693</u>
OPERATING LOSS	<u>(486,280)</u>	<u>(101,653)</u>
Other Revenue and Gains		
Contributions	356,379	223,334
Investment income	<u>1,356</u>	<u>2,308</u>
Total Other Revenue Gains	<u>357,735</u>	<u>225,642</u>
(DEFICIT) EXCESS OF REVENUE OVER EXPENSES	(128,545)	123,989
Net assets released from restriction for capital acquisitions	<u>165,816</u>	<u>-</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 37,271</u>	<u>\$ 123,989</u>

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanent Restricted</u>	<u>Total</u>
Balance, June 30, 2012	\$ 7,675,364	\$ 151,716	\$ 18,658	\$ 7,845,738
Excess of revenue over expenses	123,989	-	-	123,989
Investment income (net)	-	398	-	398
Net assets released from restriction for operations	-	(54,446)	-	(54,446)
Change in Net Assets	<u>123,989</u>	<u>(54,048)</u>	<u>-</u>	<u>69,941</u>
Balance, June 30, 2013	7,799,353	97,668	18,658	7,915,679
Excess of revenue over expenses	(128,545)	-	-	(128,545)
Contributions	-	165,816	-	165,816
Investment income (net)	-	225	-	225
Net assets released from restriction for operations	-	(71,437)	-	(71,437)
Net assets released from restriction for capital acquisitions	165,816	(165,816)	-	-
Change in Net Assets	<u>37,271</u>	<u>(71,212)</u>	<u>-</u>	<u>(33,941)</u>
Balance, June 30, 2014	<u>\$ 7,836,624</u>	<u>\$ 26,456</u>	<u>\$ 18,658</u>	<u>\$ 7,881,738</u>

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Cash Flows From Operating Activities:		
Change in net assets	\$ (33,941)	\$ 69,941
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Bad debt expense	287,740	209,200
Depreciation	330,038	335,579
(Increase) decrease in the following assets:		
Temporary investments	38,487	(5,030)
Patient accounts receivable	(1,184,336)	(251,364)
Other receivables	182,462	(206,067)
Prepaid expenses	1,255	3,229
Due from affiliate	(182)	360,297
Increase (decrease) in the following liabilities:		
Accounts payable	61,920	(13,717)
Due to third-party payers	(5,000)	(535)
Accrued payroll and related expenses	794	75,560
Deferred revenue	(139,837)	120,192
Net Cash (Used) Provided by Operating Activities	(460,600)	697,285
Cash Flows From Investing Activities:		
Increase in assets limited as to use	71,212	54,048
Capital expenditures, net of dispositions	(435,620)	(222,349)
Net Cash Used by Investing Activities	(364,408)	(168,301)
Net (Decrease) Increase in Cash and Cash Equivalents	(825,008)	528,984
Cash and cash equivalents, beginning of year	1,486,615	957,631
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 661,607	\$ 1,486,615

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

VNA at HCS, Inc., "The Association", is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

Affiliates

Home Healthcare, Hospice and Community Services, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to its affiliate. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

Income Taxes

The Association is a public charity under Section 501 (c)(3) of the Internal Revenue Code. As a public charity, The Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Association is no longer subject to income tax examinations for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Association analyzes its past history and identifies trends for each funding source. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Association has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$ 320,768	\$ 293,046
Provision for bad debts	287,740	209,200
Write-offs	<u>(251,193)</u>	<u>(181,478)</u>
Balance, end of year	<u>\$ 357,315</u>	<u>\$ 320,768</u>

Assets Limited as to Use

Assets limited as to use primarily include assets that are limited as to use per donor restriction. Assets limited as to use per donor restriction include temporarily restricted assets for hospice respite services and permanently restricted endowment assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which may or may not be limited by donors to a specific time period or purpose.

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Excess of Revenue Over Expenses

The Statements of Operations reflect the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use by donor restriction at June 30, 2014 and 2013, follows:

	<u>2014</u>	<u>2013</u>
Donor restricted		
Temporarily - meal sites	\$ 3,137	\$ 6,842
Temporarily - respite	6,629	9,362
Temporarily - Shea charitable gift	16,690	81,464
Permanently - income for operations	8,658	8,658
Permanently - income for hospice	<u>10,000</u>	<u>10,000</u>
Total	<u>\$ 45,114</u>	<u>\$ 116,326</u>

The composition of assets limited as to use at June 30, 2014 and 2013, follows:

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 41,491	\$ 19,362
Temporary investments	<u>3,623</u>	<u>96,964</u>
Total	<u>\$ 45,114</u>	<u>\$ 116,326</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at June 30, 2014 and 2013, follows:

	<u>2014</u>	<u>2013</u>
Furniture and equipment	\$ 1,527,057	\$ 1,725,801
Less, accumulated depreciation	<u>1,171,745</u>	<u>1,476,071</u>
Property and Equipment, Net	<u>\$ 355,312</u>	<u>\$ 249,730</u>

NOTE 4 ENDOWMENTS

There were no board designated endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Association
- (7) The investment policies of the Association

NOTE 4 ENDOWMENTS (CONTINUED)

The Association has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

The endowment assets consist of a balanced portfolio of cash, debt and equity securities. Investment returns earned on endowments is expended when earned unless otherwise stipulated by the donor.

NOTE 5 PATIENT SERVICE REVENUE

Patient service revenue provided for the year ended June 30, 2014 and 2013, follows:

	<u>2014</u>	<u>2013</u>
Medicare	\$ 10,452,132	\$ 10,395,373
Medicaid	1,261,640	1,360,043
Other third-party payers	1,820,449	1,532,608
Municipalities - fee for service	126,747	80,690
Private pay	<u>1,716,238</u>	<u>1,919,494</u>
Total	<u>\$ 15,377,206</u>	<u>\$ 15,288,208</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

NOTE 5 PATIENT SERVICE REVENUE (CONTINUED)

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,704,549 and \$2,897,969 for the years June 30, 2014 and 2013, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

NOTE 6 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Program services	\$ 15,516,893	\$ 15,323,304
Administrative and general	<u>3,045,680</u>	<u>2,969,389</u>
Total	<u>\$ 18,562,573</u>	<u>\$ 18,292,693</u>

NOTE 7 RELATED PARTY TRANSACTIONS

The Association purchased services from affiliates amounting to \$3,045,680 and \$2,969,389 in management services and \$74,043 and \$163,023 in contract services for the years ended June 30, 2014 and 2013, respectively.

NOTE 8 CONCENTRATION OF RISK

The Association has cash deposits in a major financial institution in excess of \$250,000, which exceed federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2014 Medicare and Medicaid represented 63% and 10% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 9 RETIREMENT PLAN

The Association has adopted a defined contribution plan. The retirement plan expense was \$112,136 and \$101,674 for the years ended June 30, 2014 and 2013, respectively.

NOTE 10 MALPRACTICE INSURANCE

The Association insures its medical malpractice risks on a claims made basis. There were no known malpractice claims outstanding at June 30, 2014, which in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

NOTE 11 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through September 22, 2014, which is the date the financial statements were available to be issued.

**HCS/VNA at HCS, Inc.
2014-2015 Board of Directors**

Chair: Deborah J. Blanc

Mascoma Savings Bank

Terms: 2009-2012, 2012-2015

Vice-Chair: Betsy Cotter

Terms: 2011-2014, 2014-2017

Treasurer: JoJi Robertson

Term: 2012-2015

Secretary: Allen Mendelson

Term: 2013-2016

Janet Ackerman

Term: 2012-2015

Mike Chelstowski

Term: 2014-2017

JoAnn Fenton

Terms: 2009-2012, 2012-2015

Jane Larmon

Term: 2012-2015

John McIntosh

Term: 2013-2016

Charles Montgomery, MD

Terms: 2008-2011, 2011-2014, 2014-2017

Ann Nunn

Term (completing Peter Gosline's): 2014-2015

Maureen O'Brien

Term: 2011-2014, 2014-2017

Brian Reilly, MD

Term: 2012-2015

**Katherine J. Snow, Director
at Large**

Terms: 2008-2011, 2011-2014, 2014-2017

David Therrien

Term: 2014-2017

Donovan Hunt

Professional Objectives & Profile

To obtain a managerial position in order to combine my culinary skills with my management experience. I lead by example and expect the best from the staff I work with and encourage them to excel at what they do best. I enjoy being creative and am able to adapt to structure and consistency.

Skills

- ServSafe Certified, December 2009
- Special Diet Knowledge
- Creative Garnishes and Dishes
- Client and Employee Surveys
- Staff Development

Professional Experience

Home Healthcare, Hospice & Community Services – Keene, NH

Nutrition Program Manager – January 2012 to present

- Manage the food service operations at the meal sites in accordance with NH Sanitary Code and other appropriate regulations
- Supervise staff and volunteers at the nutrition program sites
- Recruit, orient and evaluate staff and volunteers for all aspects of site operation
- Review/Revise menus as necessary
- Coordinate Meals-on-Wheels program
- Plan, implement & evaluate meal site development
- Assist in budget preparation for funding proposals and contracts
- Fulfill reporting requirements for payroll, time & service reports
- Assists with marketing efforts and with development of public relations materials for the nutrition program

Fitz, Vogt & Associates – Walpole, NH

Food Service Director, Meals-on-Wheels - November 2004 – January 2012

- Managed a Meals-on-Wheels kitchen
- Planned menus in accordance with national food guidelines
- Planned and prepared menus for special out-of-house catering
- Collaborated to develop monthly menus
- Cooked, prepared and distributed all out going food daily
- Food and supply ordering
- Recruited, trained and supervised new staff
- Scheduling and payroll
- Compliance with annual budget for food, labor and utility costs
- Facility compliance with State and company policies

Holton Memorial Home – Brattleboro, VT

Kitchen Manager & Head Chef – February 2002 – October 2004

- Management of kitchen

- Ordering of food and supplies
- Preparation of cycle menus
- Management of staffing, scheduling & payroll
- Collaboration with Administration and District Manager
- Budgeting

Hill Top House – Brattleboro, VT

Kitchen Manager & Head Chef – August 2000 – February 2002

- Assumed management position to develop and implement company policies and procedures
- Management of kitchen

Loretto Home, Rutland, VT

Kitchen Manager & Head Chef – June 1999 – December 1999

- Prepared, organized and managed all meals in a residential care facility
- Organized special events
- Preparation of cycle menus
- Ordering of food and supplies
- Management of staffing, scheduling & payroll
- Budgeting

Stratton Mountain School, Stratton, VT

Kitchen Manager & Head Chef – January 1994 – June 1999

- Prepared, organized and managed all school meals
- Catered all special events

Michael J. Acerno

Objective

To join a team trying to make a difference, to grow both personally and professionally, and to pursue a rewarding career.

Professional Experience

Home Healthcare, Hospice and Community Services

Keene, NH

February 2013 – Present

Transportation Program Manager

Responsibilities include operations of two separate transportation systems, a Demand Response system and a Public Transit system. Work closely with program director on system budgets and acquisition of vehicles, on State and Federal Levels.

Webster Companies

Brattleboro, Vermont

July 1982 to July 2013 (company closed due to loss of contract)

Central Payroll Manager – 1994 to 2013

Accomplishments:

- Responsible for all hourly and salary annual review recommendations and records
- Managed data processing for payroll with a staff of 20
- Office processed 6000 weekly trip settlements for 1000 + drivers
- Managed payroll of 300 hourly support staff at 9 different terminals
- Process all new hire and termination reports/files
- Responsible for all upkeep of employee data tables
- Researched all driver data for US DOT audits utilizing Microsoft Access data and XATA driver log system

Operations/Safety Manager – 1992-1994 (WRJ Trucking, a Webster company)

Accomplishments:

- Routed all customer loads
- 100% DOT compliance on all driver files (60 drivers)
- Established operating budget and implemented accordingly
- Scheduled all drivers
- Responsible for on road observations as well as accident investigations

Lead dispatcher – 1987-1992 (Webster Trucking Corporation)

Accomplishments:

- Scheduling of 100+ drivers on a daily basis
- Labor planning for 6 dispatchers and 3 clerks
- Routed all customer loads

CDL-A driver – 1985-1987 (Webster Trucking Corporation)

Yard jockey – 1984 -1986 (Webster Trucking Corporation)

Truck mechanic – 1982 - 1984 (Webster Trucking Corporation)

Apprentice Airplane Mechanic – 1980-1982 (Air Nevada Airlines, Las Vegas, NV)

Michael J. Acerno

Community activities and interests:

- Westmoreland town budget committee 1992 to present
- Westmoreland School Board – 1994 to present
- Cheshire United Soccer Club – 2007 to present – currently President
- Westmoreland Rec Sports coach (soccer and baseball) 1986 - 2008
- New Hampshire Soccer Conference Board member 2010 - present
- Keene High School Boys JV Soccer Coach 2004 - 2010
- Westmoreland Middle School Girls Soccer Coach 2011 – 2012
- Keene High School Girls JV Soccer Coach 2013

Certifications and licenses

- NH - CDL A / Motorcycle license
- DOT Medical Examiner's Certificate
- USYSA/NHSA D license

Education

- Mascoma Valley Regional High School - HS diploma
- University of Nevada at Las Vegas – 42 credits (History/Education)

References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donovan Hunt	Nutrition Program Manager	\$54,453	100%	\$54,453
Michael Acerno	Transportation Program Manager	\$52,657	18%	\$9,478

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.**

This Second Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #2) dated April 2, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (Item #109), and amended by an agreement (Amendment #1 to the Contract) approved on October 1, 2014 (Item 4-B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within 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) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
- 2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.



This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/13/15
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Diane Langley
Director

April 3, 2015
Date

VNA at HCS, Inc.
[Signature]
NAME: Cathy Sorenson
TITLE: President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on April 3, 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

[Signature]
Name and Title of Notary or Justice of the Peace
Karen Campbell

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/20/15
Date

[Signature]
Name: Megan A. Pope
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

VNA at HCS, Inc.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	47,649	57,957	\$ 248,484.75
Title XX	39,449	58,593	\$ 208,905.55

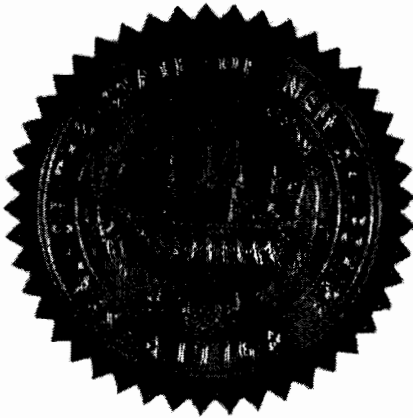
Exhibit B-2 Amendment #1
 Congregate Meals
 July 1, 2014 through June 30, 2015

VNA at HCS, Inc.		
Col. A	Col. B	Col. C
	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Funding		
Title III C1	24,645	\$ 135,547.50

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of March A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from an electronic vote of the Board of Directors of VNA at HCS, Inc. on April 3, 2015, at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.”

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

April 3, 2015
Date

Betsy Cotter
Betsy Cotter
VNA at HCS Board Vice Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On April 3, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Karen M. Campbell
Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019



Nicholas A. Toumpas
Commissioner

Diane Langley, Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

4B MTT

August 28, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

51% Federal
49% General funds

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EXPLANATION

The requested actions seek approval to modify the geographic areas to be served by adding Francestown for In Home Care and In Home Health Aide Level of Care services and adding the towns of Jaffrey and Nelson for Home Delivered Meals. These three towns were inadvertently omitted by the Contractor when they identified the list of cities and towns in which they provided these services.

The Department of Health and Human Services posted a Request for Applications for In Home Care, In Home Health Aide Level of Care, and In Home Nursing Level of Care Services on the Department's website from April 22, 2014 to May 8, 2014. VNA at HCS was one of fifteen vendors awarded a contract to provide these services. Additionally, a Request for Proposals for Nutrition and Transportation services was posted on the Department's website from November 22, 2013 through February 20, 2014. VNA at HCS was one of fourteen vendors awarded a contract to provide these services.

Should Governor and Executive Council determine not to approve this request; elderly and disabled adults may have less access to these services.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.

This 1st Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #1) dated this 18th day of August 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014, 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, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the Parties agree to modify the geographic area served within the price limit.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Delete Exhibit A-1 and replace with Exhibit A-1 Amendment #1.

CP
8/24/14

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.



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

9/3/14
Date

Sheri L. Rockburn
NAME Sheri L. Rockburn
TITLE CFO

VNA at HCS, Inc.

August 21, 2014
Date

Cathy Sorenson
NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on August 21, 2014
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

Karen M. Campbell
Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

CP
8/21/14

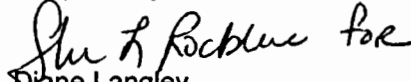
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 28, 2014
Page 2

Area served: See Services and Geographic Area (Attachment A)

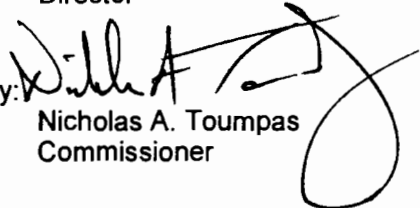
Source of funds: 51% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 49% General Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support medical eligibility assessments work.

Respectfully submitted,


Diane Langley
Director

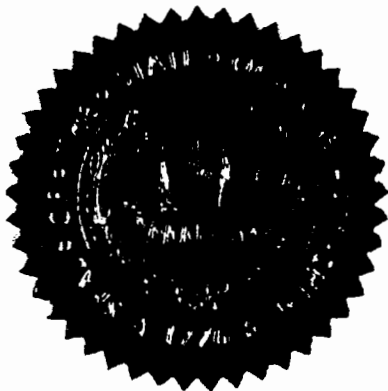
Approved by:


Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from an electronic vote of the Board of Directors of VNA at HCS, Inc. on August 21, 2014 at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.”

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

August 21, 2014

Date

Betsy Cotter

Betsy Cotter

VNA at HCS Board Vice Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On August 21, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Karen M. Campbell
Karen M. Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$650,886.80
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Cathy Sorenson</i>		1.12 Name and Title of Contractor Signatory Cathy Sorenson, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> 5/20/2014 On _____, 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] <i>Kimberly K. May</i> KIMBERLY K. MAY, Notary Public My Commission Expires January 27, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly K. May, Notary Public			
1.14 State Agency Signature <i>Jh Rockburn</i>		1.15 Name and Title of State Agency Signatory <i>Sheri Rockburn Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) y: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Roman</i> On: <i>6-3-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: GP
Date: 3/20/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



New Hampshire Department of Health and Human Services
Nutrition and Transportation Services

Exhibit A

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
 - 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1) The services to be provided, and when;
- 2) The eligibility period; and
- 3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:

- 1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
 - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
 - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. 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 as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

- a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
 - i) The number and percent of applicants found eligible for each service; and
 - ii) The number and percent of applicants found ineligible for each service.The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
 - i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.



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- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.



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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be 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. Contractor shall identify all of the key 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 contractor 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. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.



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- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client 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. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:



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- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations.
- 2) Examples of failure to meet service obligations may include, but are not limited to:
 - a) Reducing hours of operation
 - b) Changing a geographic service area
 - c) Closing or opening a site
- 3) The written notification shall include the following:
 - a) The reasons for the inability to deliver services;
 - b) How service recipients and the community will be impacted if the contractor is unable to provide services
 - c) How service recipients and the community will be notified; and
 - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:



New Hampshire Department of Health and Human Services
 Nutrition and Transportation Services

Exhibit A

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-2
July 1, 2014 through June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05
 Contractor's name: VNA at HCS

CONGREGATE SITE INFORMATION

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to	Date of Most Recent Inspections	Fire	Health
Harper Acres	105 Castle Street, Keene	11:30am	Monday - Friday	100	10/14/2013	9/30/2013	
Hinsdale Mealsite	Main Street, Hinsdale	12:00pm	Monday - Friday	120	3/27/2014	9/30/2013	
Jaffrey	22 Hathorn Road, Jaffrey	12:00pm	3rd Thursday each month	150	9/13/2013	N/A	
Keene Senior Center	70 Court Street, Keene	12:00pm	Wednesday	30	3/31/2014	9/30/2013	
Marlborough	Main Street, Marlborough	12:00pm	2nd Thursday each month	40	3/1/2014	N/A	
Meadowood	Bowkerville Road, Troy	12:00pm	Monday - Friday	110	6/29/2013	9/30/2013	
North Walpole	38 Church Street, North Walpole	12:00pm	4th Friday each month	90	2/18/2014	N/A	
Marlow	5 Church Street, Marlow	12:00pm	1st Tuesday each month	40	3/25/2014	N/A	
Stoddard	200 School Street, Stoddard	12:00pm	4th Tuesday each month	60	10/9/2013	N/A	
Westmoreland	Town Hall, Westmoreland	12:00pm	3rd Tuesday each month	50	2/19/2014	N/A	
Garden Café	312 Marlboro Street, Keene	12:00pm	Monday - Friday	18	10/31/2013	9/30/2013	



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 (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:
 - 3.1. \$4.85 per home delivered meal
 - 3.2. \$5.50 per congregate meal
 - 3.3. \$8.75 per person per day for Transportation Services
 - 3.4. .30 cents per mile
4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in



Exhibit B

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

9. Form Submission:

Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.



Exhibit B

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:

Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

- 10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
 Home Delivered Meals
 July 1, 2014 through June 30, 2015

VNA at HCS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	44,845	66,622	\$ 237,484.85
Title XX	39,449	58,593	\$ 208,905.55

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

VNA at HCS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	26,645	\$ 146,547.50

**Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015**

VNA at HCS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	4,680	56,663	\$ 57,948.90



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
 - 4.1 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.



Exhibit C-1

- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. 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 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 and excess/umbrella liability coverage in the amount of \$4,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

312 Marlboro Street, Keene, NH 03431

Check if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS

5/20/2014
Date


Name: Cathy Sorenson
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: VNA at HCS

5/20/2014
Date


Name: Cathy Sorenson
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNAat HCS

5/20/2014
Date


Name: Cathy Sorenson
Title: President/CEO

Contractor Initials CS
Date 5/20/14



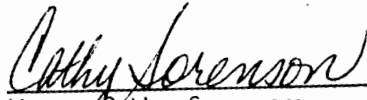
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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: VNA at HCS

5/20/2014
Date


Name: Cathy Sorenson
Title: President/CEO

Contractor Initials CS
Date 5/20/14