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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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Diane Langley, Director
Sheri Rockburn, Director

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

May 29, 2014

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

Sole Source
62% Federal Funds
38% General Funds

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 a **sole source** amendment to an existing Agreement with Greater Wakefield Resource Center, 254 Main Street, Union, New Hampshire (Vendor #158408) by extending the contract end date to June 30, 2015 and increasing the price limitation by \$17,600.00 from \$44,722.30 to \$62,322.30 to provide congregate meals to individuals age 60 and older, effective July 1, 2014, or date of Governor and Council approval, whichever is later, through June 30, 2015. The original Agreement was approved by the Governor and Executive Council on June 22, 2011 (Item #197), and subsequently amended on July 10, 2013 (Item # 55).

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2015.

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

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	541-500383	Meals - Home Delivered & Congregate	\$ 15,680.00	\$ 0.00	\$ 15,680.00
2013	541-500383	Meals - Home Delivered & Congregate	\$ 15,680.00	\$ 0.00	\$ 15,680.00
2014	541-500383	Meals - Home Delivered & Congregate	\$ 13,362.30	\$ 0.00	\$ 13,362.30
2015	541-500383	Meals - Home Delivered & Congregate	\$ 0.00	\$ 17,600.00	\$ 17,600.00
Total			\$ 44,722.30	\$ 17,600.00	\$ 62,322.30

EXPLANATION

This **sole source** request is being made by the Department because the Greater Wakefield Resource Center failed to respond to emails and the public posting of a Request for Proposals for Nutrition and Transportation services to provide home delivered meals, congregate meals and transportation services that was published on the Department's website November 22, 2013 through February 20, 2014. All known potential bidders, including this agency, were notified of the publication

and subsequent publications of addendums and responses to questions regarding the Request for Proposals.

The agency contacted the Department and advised that they had not paid attention to the email notifications it had received and wasn't expecting a Request for Proposals to be published until Spring 2014. The agency requested a renewal of their existing agreement to provide congregate meals. The Department believes it is in the best interest of the citizens served by the agency to renew the agreement and ensure continuity of nutrition services that enable elderly clients to remain in their homes and communities and maintain their independence. Greater Wakefield Resource Center is the only provider of congregate meals in this area.

The purpose of this contract amendment is to provide congregate meals to clients that support their health, independence and ability to remain in their homes and communities. The contractor will obtain client feedback on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, the contractor will be collecting and reporting data on the number of clients served in order for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about this important service.

Should the Governor and Council determine to not authorize to amend this existing Agreement, the nutrition services provided to low income, elderly 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.

Geographic area to be served is Union, New Hampshire and surrounding towns.

Source of Funds for these contracts: 62% Federal Funds from the Administration for Community Living's Special Programs for the Aging-Title III and 38% General Funds..

Respectfully submitted,



Sheri L. Rockburn
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Greater Wakefield Resource Center, Inc.**

This second Amendment to the Nutrition services contract (hereinafter referred to as "Amendment #2") dated this 22nd day of May 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 Greater Wakefield Resource Center, 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 254 Main Street, Union, NH 03887.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on July 10, 2013, 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 Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2015.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$62,322.30.

- 2) Amendment and modification of Exhibit A.
 - a) Delete Exhibit A paragraph #5 and replace with the following:

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 location, hours, and days identified in Exhibit A-2.

- b) Delete Exhibit A, Section II Other Terms and Conditions

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Greater Wakefield Resource Center, Inc.**



-
- c) Replace with Exhibit A, Section II Amendment #2.
 - 3) Add Exhibit A-1 Amendment #2, Geographic Area Form
 - 4) Add Exhibit A-2 Amendment #2, Congregate Site Information
 - 5) Amendment and modification of Exhibit B.
 - a) Delete Exhibit B.
 - b) Replace with Exhibit B Amendment #2.
 - 6) Amendment and modification of Exhibit C-1.
 - a) Delete paragraph #4 from Exhibit C-1 in Amendment #1 and replace with the following:
 - 4. Paragraph "10. Audit:" of Exhibit C Special Provisions
 - #10. In accordance with State of New Hampshire Administrative Rule He-C 1550.04, the Contractor shall submit annual uncertified financial statements and a Certificate of Authenticity, which attests that the financial statements are correct in all materials respects and is signed by an officer of the corporation, partner or owner under penalty of unsworn falsification.

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OA
5/28/2014

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Greater Wakefield Resource Center, 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

4/3/14
Date

[Signature]
Name
Title Director

Greater Wakefield Resource Center, Inc.

5/28/2014
Date

[Signature], Chairman of Board
NAME
TITLE

Acknowledgement:

State of New Hampshire, County of Carroll on May 28, 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

ANGIE M. CASPERONIS, Notary Public
My Commission Expires September 28, 2016



Exhibit A Section II Amendment # 2

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

Contractor 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 Congregate Meals;
- 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 clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 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.



Exhibit A Section II Amendment # 2

- 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.

3. 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.

4. 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.



Exhibit A Section II Amendment # 2

5. Equal Access to services:

- 5.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
- 5.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

6. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

- 6.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, 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. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

8. Criminal Background and Adult Protective Service Registry Checks:

- 8.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence.
- 8.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

9. Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws and rules including NH Administrative Rule He-E-502, and 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.

10. Contract Monitoring:
The Contractor shall:



Exhibit A Section II Amendment # 2

- 10.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 10.2. 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.

11. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

12. 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 Site Information, Exhibit B Purchase of Services, 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.

13. Financial Integrity Maintenance

- 13.1. 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, within thirty (30) days from the last day of the quarter, 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.
- 13.2. 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, 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.



Exhibit A Section II Amendment # 2

- 13.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 13.4. 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
- 13.5. 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.
- 13.6. 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%

Contractors Initial: 
Date: 5/28/2014



Exhibit A Section II Amendment # 2

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 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%
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	5%	10.0%



Exhibit A Section II Amendment # 2

<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.		
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%
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 ASSETS - NET	This ratio measures Leverage (Relative	0.7:1	5.0%



Exhibit A Section II Amendment # 2

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
		total debt to equity.	ASSETS)/NET ASSETS	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.		
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 assessment value.	50%	10.0%



Exhibit A Section II Amendment # 2

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
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 Initial: *Of*
 Date: *5/28/2014*



Exhibit B Amendment # 2

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.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services identified in Exhibit A. 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 for the period beginning July 1, 2014 through June 30, 2015 will be made up to the total maximum allowable funding and based on the following reimbursement rate as identified in Table A below:

Table A			
Funding Source	Service	Reimbursement rate per Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C-1	Congregate Meals	\$5.50	\$17,600

4. The Agreement (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
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383

5. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
6. 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.



Exhibit B Amendment # 2

7. 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 incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients 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.

8. Invoice Submission:

Title III Services The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services 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.

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

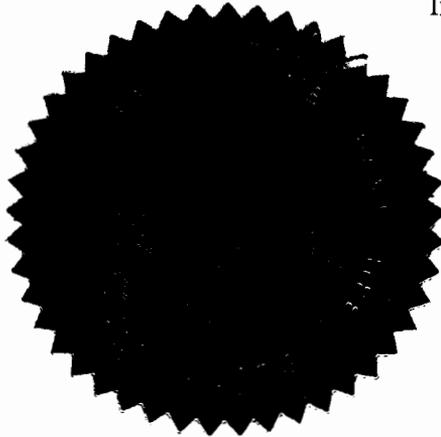
8.1. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

8.2. 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 that support the requests for reimbursement, upon DHHS request.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER WAKEFIELD RESOURCE CENTER, INC. is a New Hampshire nonprofit corporation formed October 31, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style and is positioned above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Deborah Gauthier, Secretary, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Greater Wakefield Resource Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 9, 2014:
(Date)

RESOLVED: That the Chairman of the Board
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2014.
(Date Contract Signed)

4. Debra Joyce is the duly elected Chairman of the Board
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

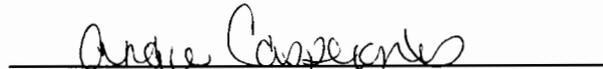

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 28 day of May, 2014.

By Deborah Gauthier
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 9/28/2016

ANGIE M. CASPERONIS, Notary Public
My Commission Expires September 28, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2014

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C No. Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.com	FAX (A/C No.): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Greater Wakefield Resource Center PO Box 96 254 Main Street Union NH 03887	INSURER A: Great American Ins Group	
	INSURER B: FirstComp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 27626

COVERAGES **CERTIFICATE NUMBER: 2014** **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.

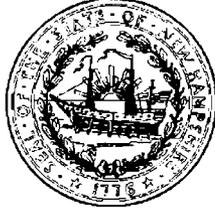
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MAC2246687-05	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input 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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0097474-05	10/18/2013	10/18/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

NH Dept of Health & Human Services Bureau of Elderly & Adult Services Catherine Cormier, Contract Administrator 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>
--	--

Certification of Authenticity



In accordance with

State of New Hampshire Administrative Rule He-C 1550-04 (c)(2)

I hereby certify that I am one of the following: officer of the corporation, partner, or owner of
(organization name):

Greater Wakefield Resource Center

I attest, under penalty of unsworn falsification, that the submitted financial statements for the
fiscal year(s) ending (Date)(s) December 31, 2013 are correct in all material
respects.

Name: Debra A. Joyce

Signature and Date: Debra A. Joyce 5/28/2014

Title: Chairman of Board

(Must be signed by corporate officer, partner or owner)

Mailing Address:
Department of Health and Human Services
Contracts & Procurement
Financial Compliance Unit
129 Pleasant St
Concord, NH 03301-3857

Email: He-C1550@dhhs.state.nh.us

9:33 AM
 05/28/14
 Accrual Basis

Greater Wakefield Resource Center Profit & Loss January through December 2013

	Jan - Dec 13	Jan - Dec 13	
Ordinary Income/Expense			
Income			
Direct Public Grants			
Foundation and Trust Grants	1,500.00	1,500.00	
Total Direct Public Grants	1,500.00	1,500.00	
INCOME			
BEAS	17,497.40	17,497.40	
Beas NSIP	1,994.30	1,994.30	
Donations & Grants			
Annual Appeal Donations	1,000.00	1,000.00	
Elevator Project	925.00	925.00	
Harvest Donations	1,560.00	1,560.00	
Meals on Wheels Donations	200.00	200.00	
Town Donation-Meals on Wheels	3,000.00	3,000.00	
Town Donations	19,360.00	19,360.00	
VFW Donations	440.00	440.00	
Donations & Grants - Other	500.00	500.00	
Total Donations & Grants	26,985.00	26,985.00	
Hall Rental			
Deposits	160.00	160.00	
Hall Rental - Other	640.00	640.00	
Total Hall Rental	800.00	800.00	
Interest	14.94	14.94	
Miscellaneous			
Refunds	64.00	64.00	
Total Miscellaneous	64.00	64.00	
Office Rental			
Abundant Harvest	4,192.00	4,192.00	
Gafney Library	4,644.00	4,644.00	
Moose Mt & WaterShed	7,920.00	7,920.00	
VFW	590.00	590.00	
Total Office Rental	17,346.00	17,346.00	
Senior Meal Fund Raisers			
50/50 Raffle	2,013.75	2,013.75	
Auction	529.50	529.50	
Coffee donations	273.48	273.48	
Lyman Raffle	1,626.00	1,626.00	
Misc. Donations-Senior Meals	56.95	56.95	
Muffins	1,968.56	1,968.56	
Pastry/Soup Sales	671.75	671.75	
Senior Meals	8,470.45	8,470.45	
Shot Gun	924.50	924.50	
Total Senior Meal Fund Raisers	16,534.94	16,534.94	
Total INCOME	81,236.58	81,236.58	
Rental			
Function Hall Rentals	295.00	295.00	
Total Rental	295.00	295.00	
Total Income	83,031.58	83,031.58	
Gross Profit	83,031.58	83,031.58	
Expense			
Business Expenses			
Business Registration Fees	5.00	5.00	
Total Business Expenses	5.00	5.00	
Contract Services			
Outside Contract Services	653.00	653.00	

Greater Wakefield Resource Center
Profit & Loss
 January through December 2013

	Jan - Dec 13	Jan - Dec 13
Total Contract Services	653.00	653.00
Dietitian Fees	120.00	120.00
Elevator (Lula) Money Market		
Sprinkler Project	7,025.00	7,025.00
Elevator (Lula) Money Market - Other	11,852.92	11,852.92
Total Elevator (Lula) Money Market	18,877.92	18,877.92
EXPENSES		
Accountant Fees	1,000.00	1,000.00
Advertising	461.60	461.60
Afternoon Activities	61.15	61.15
Bank Service Charge	0.25	0.25
Bingo Supplies	678.11	678.11
Check Mate Payroll	258.48	258.48
Computers		
Computer Supplies	641.83	641.83
Computers - Other	513.59	513.59
Total Computers	1,155.42	1,155.42
Fund Raiser Expense		
Lyman Raffle	495.93	495.93
Fund Raiser Expense - Other	200.00	200.00
Total Fund Raiser Expense	695.93	695.93
Gift Expense	970.00	970.00
Insurance		
Liability Insurance	1,614.00	1,614.00
Workmans comp	913.00	913.00
Total Insurance	2,527.00	2,527.00
Kitchen Supplies	301.93	301.93
License, Fee's & Subscriptions		
Food License	100.00	100.00
Labor Law	67.25	67.25
Water Testing Fee	75.00	75.00
License, Fee's & Subscriptions - Other	233.95	233.95
Total License, Fee's & Subscriptions	476.20	476.20
Maintenance		
Appliance	639.00	639.00
Cleaning	819.41	819.41
Electrical	33.96	33.96
Fire Inspections & Maintenance	333.00	333.00
Furnace	2,155.62	2,155.62
Maint. Expences	702.96	702.96
Repairs	733.69	733.69
Supplies	186.22	186.22
Maintenance - Other	250.00	250.00
Total Maintenance	5,853.86	5,853.86
Meal Program Groceries		
Food	6,520.05	6,520.05
Lovell Lake	116.04	116.04
Performance Food Group		
Food	6,447.71	6,447.71
Non Food	751.25	751.25
Performance Food Group - Other	-372.50	-372.50
Total Performance Food Group	6,826.46	6,826.46
Total Meal Program Groceries	13,462.55	13,462.55
Misc. Fee	4.00	4.00
Office		
Computer repair/programs	262.99	262.99
Office supplies	899.66	899.66

Greater Wakefield Resource Center
Profit & Loss
January through December 2013

	Jan - Dec 13	Jan - Dec 13
Postage	575.55	575.55
Total Office	1,738.20	1,738.20
Payroll		
941 Taxes	6,504.97	6,504.97
Admin Pay	9,239.04	9,239.04
Janitorial	454.82	454.82
Kitchen Staff	16,849.67	16,849.67
Maint. Payroll	263.20	263.20
Office Staff Payroll	4,797.11	4,797.11
Service Fee- Checkmate	1,124.56	1,124.56
Payroll - Other	0.00	0.00
Total Payroll	39,233.37	39,233.37
Refunds		
Refunds	-76.96	-76.96
Total Refunds	-76.96	-76.96
Taxes	75.00	75.00
Utilities		
AmeriGas Propane	773.66	773.66
D.F. Richard	6,706.64	6,706.64
Fairpoint	1,161.79	1,161.79
PSNH	2,619.21	2,619.21
Total Utilities	11,261.30	11,261.30
Total EXPENSES	80,137.39	80,137.39
Facilities and Equipment		
Rent, Parking, Utilities	32.64	32.64
Total Facilities and Equipment	32.64	32.64
Operations		
Postage, Mailing Service	18.40	18.40
Total Operations	18.40	18.40
Other Types of Expenses		
Advertising Expenses	210.44	210.44
Memberships and Dues	190.00	190.00
Staff Development	175.00	175.00
Total Other Types of Expenses	575.44	575.44
Travel and Meetings		
Conference, Convention, Meeting	200.00	200.00
Travel	25.00	25.00
Total Travel and Meetings	225.00	225.00
Total Expense	100,644.79	100,644.79
Net Ordinary Income	-17,613.21	-17,613.21
Net Income	-17,613.21	-17,613.21

Greater Wakefield Resource Center
Balance Sheet
As of December 31, 2013

	<u>Dec 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
GWRC	15,450.71
Meals on Wheels	62.41
Money Market	3,628.62
Petty Cash - Office Expences	-7.47
Total Checking/Savings	<u>19,134.27</u>
Total Current Assets	19,134.27
Fixed Assets	
Accumulated Depreciation	-68,710.00
Building Improvements	342,449.79
Kitchen Equipment	9,679.33
Office Equipment	1,977.91
Office Furniture	3,109.92
Total Fixed Assets	<u>288,506.95</u>
TOTAL ASSETS	<u>307,641.22</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	17.90
Total Accounts Payable	<u>17.90</u>
Total Current Liabilities	<u>17.90</u>
Total Liabilities	17.90
Equity	
Fund Balance	302,220.87
Opening Bal Equity	23,015.66
Net Income	-17,613.21
Total Equity	<u>307,623.32</u>
TOTAL LIABILITIES & EQUITY	<u>307,641.22</u>

**Greater Wakefield Resource Center
Operating Budget FY 2014**

INCOME

BEAS	14,000
BEAS NSIP	2,200
Harvest Pledge Drive	2,000
Grants	5,000
Hall Rental	1,500
Office Rental	17,552
Senior Meals	8,000
Senior Meal Fund Raisers	12,500
Town Donation	22,000
Town Donation for MOW	1,000
Town Donation for Sn Meals	2,000
<u>Total Income</u>	<u>87,752</u>
Contingency Fund	5,000
(used only if needed)	<u>92,752</u>

EXPENSES

Accountant Fees	4,000
Advertising	500
Bank Service Chg.	50
Bingo Supplies	700
Kitchen Supplies	450
Insurance	3,300
Licenses & Fees	550
Maintenance	5,000
Meal Program Groceries & Paper Products	14,500
Office Supplies	1,200
Payroll	
Payroll	35,000
941 Taxes	5,000
Subscriptions	125
Utilities (oil, gas, tel., elec.)	16,000
Volunteer & Staff Appreciation	400
Month and Christmas	
Workman's Comp.	1,000
<u>Total Expenses</u>	<u>87,775</u>
Contingency Fund	5,000
(used only if needed)	<u>92,775</u>



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

 Nancy L. Rollins
 Associate
 Commissioner

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

June 21, 2013

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

APPROVED BY _____
 DATE 7/10/13
 PAGE 2
 ITEM # 55

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 **retroactive** and **sole source** amendments with multiple vendors by increasing the price limitation by \$138,931.42 in the aggregate from \$293,965.94 to \$432,897.36 in the aggregate, for a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community, and extending the completion date from June 30, 2013 to June 30, 2014, effective retroactively to July 1, 2013 upon date of Governor and Council approval.

Summary of contracted amounts by vendor:

Vendor	Amount
Greater Wakefield Resource Center	\$13,362.30
Lake Sunapee Community Health Services	\$53,048.06
North Conway Community Center	\$13,542.30
The Visiting Nurse Association of Franklin	\$58,978.76
Total	\$138,931.42

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from 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 (60.32% Federal and 39.68% General)

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 (44.31% Federal and 55.69% General Funds)

Please see attachment for fiscal details.

EXPLANATION

These **retroactive** and **sole source** actions are requested so the Department can ensure the continuation of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire. These actions are **retroactive** because these vendors required more time to have the documents signed than the few days required by the Department. The requested action seeks approval for the remaining 4 of 30 agreements that represent \$138,931.42 of the \$16,604,214.77 total anticipated to be spent statewide during this period on a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community via the funding sources listed. A matrix of services provided by vendor is attached.

Twenty-five of the thirty Amendments were approved by the Governor and Executive Council on June 19, 2013, Item # 133D. One other Agreement with Lakes Region Community Services Council, Inc. was submitted separately to Governor and Executive Council and was approved on June 19, 2013, Item # 133B.

These extensions are necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals to provide person centered service solutions that ensure statewide coverage and that highlight the Department's core values to:

- Empower older adults, their families, and other consumers to make informed decisions about existing health and Long-term care options;
- Enable older adults to remain in their own homes with high quality of life for as long as possible;
- Empower older adults to stay active and healthy;
- Ensure the rights of older adults and prevent their abuse, neglect, and exploitation;
- Promote and support individual and family direction;
- Improve quality of services;
- Improve outcomes;
- Increase access to needed services; and;
- Establish financial sustainability.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

Should the Governor and Executive Council not authorize these amendments, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible 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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 21, 2013
Page 3

adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The contractors were originally selected through a competitive bid process.

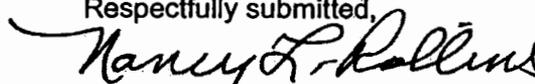
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that these Contractors have performed satisfactorily.

Geographic area served is specific per contract.

Source of Funds for this amendment: 51.29% Federal and 48.71% 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,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**

This first Amendment to the Nutrition services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Wakefield Resource Center, 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 254 Main Street, Union, NH 03887.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$44,722.30.

- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: DA
Date: 6/5/2013

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials:

Date:

DA
6/24/2012

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, 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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Greater Wakefield Resource Center, Inc.

June 7, 2013
Date

Debra Joyce
NAME Debra Joyce
TITLE Chairman of the Board

Acknowledgement:

State of NH, County of CARROLL on June 7, 2013, 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. Debra Joyce only
Signature of Notary Public or Justice of the Peace

Antoinette A. Bodah
Name and Title of Notary or Justice of the Peace

ANTOINETTE A. BODAH, Notary Public
My Commission Expires 9-23-2014

Contractor's Initials: DJ
Date: 6/7/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Greater Wakefield Resource Center, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

11 Jun. 2013
Date

Jeanne F. Herrick
Name: Jeanne F. Herrick
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:

Contractor's Initials: DJ
Date: 6/9/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

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

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, 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.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. **Contract Monitoring:**

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. **Board of Directors**

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. **Agreement Elements:**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, 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.

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**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIC			
Nutrition Services: Congregate Meals	Per meal	\$4.90	2,727

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (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
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement. The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services 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.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services 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.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units 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.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day 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.

Contract Service Authorization Form (#3502) shall be sent to:

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

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
 Finance and Business Operations
 Governor Hugh Gallen Office Park, Brown Building
 129 Pleasant Street
 Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units 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.

Prior to submittal of an invoice 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. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

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

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Department of Health & Human Services

The State Agency Name

Greater Wakefield Resource Center

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Debra Joyce

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Debra Joyce

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Chairman of the Board

Title of Authorized Representative

Date

10 June 2013

Date

June 7, 2013

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

Of GWRC Board of Directors of The Greater Wakefield Resource Center
(Name of Governing Board) (Name of Corporation)

On June 7, 2013 which was duly called at which a quorum was

Present:

“On motion duly made and seconded, it was voted to authorize

Chairperson, 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, Division of Community Based Care 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 (Name of corporate official signing the acceptance or contract) Debra Joyce is the duly elected (Title) Chairperson of this corporation and is still qualified and serving in such capacity.

6/14/2013
(Date)


Deborah Gauthier, Secretary

(Imprint seal of corporation. If none, write: “No corporate seal.”)

STATE OF NEW HAMPSHIRE

COUNTY OF CARROLL

On June 14, 2013, 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 S he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My commission expires: 9-23-2014

6/22/11
197

110



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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888

Nancy L. Rollins
Associate Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive 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 enter into an agreement with Greater Wakefield Resource Center, Inc., Union, New Hampshire (Vendor #158408) to provide Congregate Meals, in an amount not to exceed \$31,360.00 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

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

Fiscal Year	Class/Object	Class Title	Amounts
2012	541-500383	Meals-Home Delivered/Congregate	\$15,680.00
2013	541-500383	Meals-Home Delivered/Congregate	\$15,680.00
Total			\$31,360.00

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Congregate Meals will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 2

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Congregate Meals to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

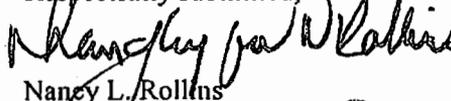
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% 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,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Request for Proposals Social Services for SFY's 2012 and 2013
 RFP #12-DCBCS-BEAS-SS-01

Agency Name:	Greater Wakefield Resource Center
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RFP Criteria	Max. Pts.	RFP Reviewers			Total
		1	2	3	
Agency Capacity	35	Bruce Angus 31	Wayne Carmack 29	Cynthia Carpenter 21	27.0
Response to Scope of Services	40	36	25	29	30.0
Budget & Justification	20	18	18	18	18.0
Format	5	5	5	5	5.0
Total	100	90	77	73	80.0

Reviewers Information:

Job Title	Adult Protective Worker III	Supervisor VI	Program Specialist IV
Dept/Agency	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS	DHHS/DCBCS/BEAS
Qualifications	Social worker with DHHS for 11 years. Interacted with numerous agencies providing services to our clients.	Experience as Supervisor for Juvenile Services and and Aging Population	14 years experience with Bureau of Elderly and Adult Services' Office of Finance and Business including financial analysis and contract development and monitoring.

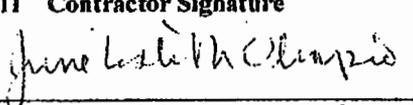
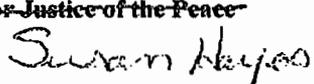
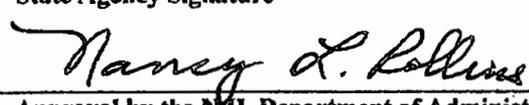
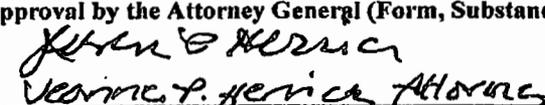
Subject: _____

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, Division of Community Based Care Services Bureau of Elderly and Adult Services		1.2 State Agency Address 129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
1.3 Contractor Name Greater Wakefield Resource Center, Inc.		1.4 Contractor Address ,254 Main Street Union, New Hampshire 03887	
1.5 Contractor Phone Number (603)473-8324	1.6 Account Number See Exhibit B for Account Number	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$31,360.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number (603) 271-4394	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JUNE LISBETH OLIMPIO CHAIRMAN BOD of DICE COM	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Sherburne</u> On <u>5-17-11</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]  My Commission Expires <u>10/30/2015</u>			
1.13.2 Name and Title of Notary or Justice of the Peace Susan Hayes			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/29/2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: <u>June 22, 2011</u> # <u>197</u>			

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:
Date:

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**

Date: May 9, 2011

Contract Period: July 1, 2011 to June 30, 2013

Contractor:

NAME	Greater Wakefield Resource Center, Inc.
ADDRESS	254 Main Street Union, New Hampshire 03887
TELEPHONE	(603) 473-8324
BOARD CHAIRMAN	June Olimpio

**SECTION I.
NUTRITION SERVICES/ CONGREGATE MEALS**

The Contractor agrees:

SERVICE/PROGRAM DESCRIPTION

Nutrition Services/ Congregate meals meet some nutritional needs of elderly adults by providing meals in a group setting which meet the nutritional and programmatic standards of the Title III C program as specified in the Older American's Act of 1965 as amended.

SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

1. The Contractor agrees to provide the following service/program activities:

Nutrition Services/ Congregate meals shall include the following: provide at least one (1) hot or other appropriate meal per day for five (5) or more days a week; each meal assures a minimum of one-third (1/3) of the daily Recommended Dietary Allowance established by the Food and Nutrition Board of the National Academy of Sciences as well as the Dietary Guidelines for Americans issues by the Secretaries of the Departments of Health and Human Services and Agriculture; meals shall be provided in a congregated setting; additional services may be provided, including special diets and opportunities for social contacts.

The Contractor shall determine eligibility for Title III funded services as specified in The Older American's Act of 1965 as amended.

2. The Contractor agrees to perform the following administrative services: determine eligibility; maintain recipient records; monitor and evaluate services, maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
3. Rules and Policies:

The Contractor shall provide Nutrition Services/ Congregate meals according to the rules and policies of the Bureau of Elderly and Adult Services including the Direct and Purchased Services for

Contractor Initials: JO
Date: 5-11-11

Adults (PR 88-1: Nutrition Item 222; Sections 3010.3; 3010.4C; 3010.5 A, E, F, G, H, I; 3010.6), which are incorporated by reference into this Agreement.

4. Units of Service:

The Contractor agrees to provide the number of Nutrition Services/Congregate Meals as detailed in Exhibit B Purchase of Services.

5. Location:

Nutrition Services/Congregate meals shall be provided in the town/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.

6. Quality Assurance:

- 1) The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult Services and sent to the Bureau of Elderly and Adult Services, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 2) The Contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS in the Quarterly Program Service Report due January 15, 2012 and January 15, 2013.
- 3) Contractor agrees to the outcomes, goals, objectives, and performance measures as described herein and assures a plan for monitoring and evaluating progress in meeting these. BEAS expects one hundred percent compliance with meeting the performance measures, by the contractor.

Based on the federal grant requirements, the desired service outcome for Nutrition Services/Congregate meals is as follows:

Outcome: Nutritious meals, nutrition education and other appropriate nutrition services for NH residents help them to maintain health, independence, and quality of life.

BEAS developed four goals that contain objective(s) and performances measures in which to monitor the performance of the contract to assure the desired outcomes.

1. Goal: Eligibility determination
 - a. Objectives:
 - i. All clients served meet eligibility requirements of AoA;
 - ii. Agency to identify, locate and serve the people who need and could benefit from services
 - b. Performance Measures:
 - i. Initial application: process is accurate and timely;
 - ii. Continued eligibility: continued eligibility is assessed and timely;
 - iii. Outreach: There is evidence of outreach; and the designated population is being served.
2. Goal: Service plan/service delivery
 - a. Objective:
 - i. Clients receive services in accordance with needs.
 - b. Performance Measures:

Contractor Initials: JLO
Date: 5-17-11

- i. Comprehensive, person centered service plans are developed based on established timeframes;
 - ii. Services are available and accessible;
 - iii. Clients participate in planned services;
 - iv. Nutrition Services Only: Meals provide a minimum of one-third (1/3) of the daily Recommended Dietary Allowances.
 - 3. Goal: Agency and provider staff requirements
 - a. Objectives:
 - i. Provider agency is licensed or certified;
 - ii. Agency staff is qualified to provide services/supports.
 - b. Performance Measures:
 - i. Agency meets all applicable federal, state, and local regulations;
 - ii. Staff is qualified to plan and deliver services within scope of contract.
 - 4. Goal: Financial accountability
 - a. Objectives:
 - i. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;
 - ii. BEAS pays provider's claims within state regulations and contract guidelines.
 - b. Performance Measure:
 - i. Provider Agency submits invoices for reimbursement that can be substantiated with backup source documents, that are in accordance with BEAS instructions, and consistent with state/federal regulation.
- 4) Contractor agrees to participate in any future Quality Assurance Measures adopted by the Bureau of Elderly and Adult Services.

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Contractor Initials: JLO
Date: 5-17-11

SECTION II: OTHER TERMS AND CONDITIONS

1. Wait List

- 1) All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 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 Title XX 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 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
- 2) The wait list must be maintained during the contract period and available to BEAS upon request.

2. Equal Access to services:

- 1) To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

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- 2) Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

3. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

- o Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, 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.

4. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services for the period July 1, 2011 through June 30, 2013. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

5. Sub contracts:

- 1) With prior written approval from BEAS, the Contractor may enter into subcontracts with vendors as needed.
- 2) Prior to entering into subcontracts supported with Federal funds, the Contractor shall consult the ineligible parties list to ensure that potential subcontractors are eligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The list is available on the Web at <http://www/epis.gov>.

6. Compliance with Laws and Regulations:

Contractor shall submit to the Bureau of Elderly and Adult Services proof of current licenses/permits etc., as described in Exhibit C Special Provisions # 15 Operations of Facilities that covers the entire contract period from July 1, 2011 through June 30, 2013. Failure to submit current copies of licenses/permits, etc. may result in the Bureau of Elderly and Adult Services withholding payments until licenses are submitted. Provide BEAS with copies of any inspection deficiency reports and corrective action plans.

7. Criminal Background and Adult Protective Service Registry Checks:

- 1) Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.
- 2) Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective

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employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

8. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
9. Invoices, financial reports, and Quarterly Service Purchase Reports shall be submitted monthly to BEAS as described in Exhibit A Scope of Services and Exhibit B Purchase of Services.
10. Assure appropriate accounting practices, procedures and laws are adhered to and participate in reporting requirements as outlined in the Standard State Contract (P-37) and Exhibits A and B.

11. Audit Requirement

- 1) On or before September 30, 2012 and 2013, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The Contractor shall provide the State with a copy of their most current independent audit during the entire contract period.
- 2) The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

12. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

13. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

14. Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

15. Contract Amendments

- a. The Bureau of Elderly and Adult Services may adjust the contract amount and/or scope of services during the contract period based on program performance, fiscal expenditure, and

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federal/state regulatory, policy and program changes. If the action taken requires a contract amendment, it shall be submitted to Governor and Executive Council for approval.

- b. Changes that do not affect its scope, duration, or financial limitations, may be made upon mutual agreement between the contractor and BEAS.

16. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, 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 (does not apply to this contract), Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance, Certificate of Good Standing, Certificate of Vote, Certificate of Proof of Insurance, and Comprehensive General Liability Insurance Acknowledgement Form, the Contractor's mission statement, audited financial statement, list of Board of Directors, list of key personnel and salaries, key resumes, and Catchment area.

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**EXHIBIT B
PURCHASE OF SERVICES**

Contractor Name: Greater Wakefield Resource Center

Contract Period: July 1, 2011 through June 30, 2013

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, at the following rate(s):

Service	SFY 2012-2013 Unit Type	SFY 2012-2013 Rate Per Unit	SFY 2012 Units	SFY 2012 Cost	SFY 2013 Units	SFY 2013 Cost
Funding: AoA Title IIC						
Nutrition Services: Congregate Meals	Per meal	\$4.90	3,200	\$15,680.00	3,200	\$15,680.00
			Total SFY 12	\$15,680.00	Total SFY 13	\$15,680.00

2. It is understood that in no event shall the total payments made by the Bureau of Elderly and Adult Services under this Agreement exceed the sum of:

Grand Total SFY 12 and 13: \$31,360.00

3. The Agreement (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
Nutrition Services	Special Programs for the Aging- Title IIC	Administration on Aging	93.045	05-95-48-481010-78720000-541-500383

4. Administration on Aging, Title IIB and Title IIC Source of Funds Matching Requirement. Local share of matching funds shall be at a minimum 10% of the Administration on Aging Title IIB and Title IIC funds, as identified in this exhibit. The 10% match shall be based on the total amount of requested federal dollars plus the match amount. This amount can be local share, i.e. town, county, United Way, fund raising, client donations toward services provided under Title IIB and Title IIC, other or in-kind match. However, in-kind match cannot be more than 50% of the total local share match requirement. Other federal funds, such as Title XX, Title XX client fees and USDA reimbursement cannot be used to meet Title III match requirements.

Contractor Initials: JCO
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5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay the Contractor one twelfth of the contract amount or the amount of the invoice, which has been approved by the Bureau of Elderly and Adult Services. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. Invoices shall be due by the 15th of the month following the month in which services are provided.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
9. The Bureau of Elderly and Adult Services may make an adjustment of the payment amount and/or a suspension of the one twelfth payment amount if any of the following occur: 1) Invoices are received over a two month period after the due date identified in paragraph 6 above; 2) The Quarterly Program Service Reports or missing client invoices are not submitted in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services; 3) Services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 4) Should BEAS choose to execute the right to terminate the contract agreement prior to completion date, as stated in Exhibit C-1 Additional Special Provisions.
10. The Bureau of Elderly and Adult Services 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.
11. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS.

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units 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.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day 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.

Contract Service Authorization Form (#3502) shall be sent to:

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

Contractor Initials: 166
Date: 5-17-11

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

12. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units 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.

Prior to submittal of an invoice 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. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

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

Contractor Initials: JLO
Date: 5-17-11

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

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.

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SPECIAL PROVISIONS – 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.

SUPLANTING 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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NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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.

Contractor Initials: JLO
Date: 5-17-11

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. 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 \$2,000,000 general aggregate; and

Contractor Initials: JLO
Date: 5-27-11

GREATER WAKEFIELD RESOURCE CENTER, INC

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting of BOARD OF DIRECTORS of GREATER WAKEFIELD RESOURCE CENTER, INC on MAY 13, 2011 which was duly called at which a quorum was present:

"On motion duly made and seconded, it was voted to authorize the CHAIRMAN, 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 JUNE OLIMPIO is the duly elected CHAIRMAN of this corporation and is still qualified and serving in such capacity.

5/17/2011

(Date)

[Signature]

Secretary

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

On May 17, 2011, 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 5 he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

[Signature]

Notary Public/Justice of the Peace

My commission expires:

My Commission Expires 10/20/2015