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

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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 www.dhhs.nh.gov

June 3, 2013

*Sole Source
55.52% Federal
44.48% General*

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

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a **sole source** agreement with The Holiday Center, 27 Green Square, Berlin, New Hampshire (Vendor #1008714) to provide Adult Non-Medical Day Services in an amount not to exceed \$279,738.56 effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2014 and 2015 upon 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:

05-95-48-481010-7872 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
2014	540-500382	Social Services	\$38,549.28
2015	540-500382	Social Services	\$38,549.28
		Subtotal	\$77,098.56

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2014	566-500918	Adult Group Day Care	\$101,320.00
2015	566-500918	Adult Group Day Care	\$101,320.00
		Subtotal	\$202,640.00
		Total	\$279,738.56

Explanation

The purpose of this **sole source** agreement is to purchase direct care social services that allow elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Non-Medical Day Services will be able to remain in their home and communities and maintain their independence. This request is sole source because the contractor is the only organization in the area of Berlin, Dummer, Gorham, Milan and Shelburne to provide Adult Non-Medical Day Services. The contractor has been providing this service for a number of years.

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 eliminated or reduced to a level that could jeopardize their ability to remain in their home. As a result, 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.

The Department 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: Berlin, Dummer, Gorham, Milan, Shelburne

Sources of Funds: 55.52% Federal and 44.48% 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:

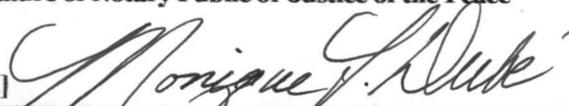
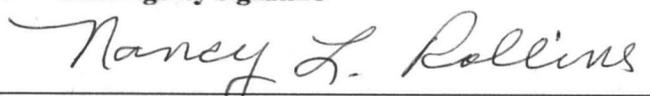
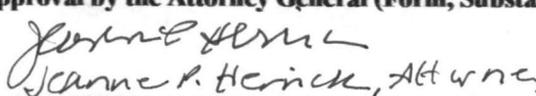


Nicholas A. Toumpas
Commissioner

Subject: The Holiday Center - Adult Non-Medical Day Services

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Holiday Center		1.4 Contractor Address 27 Green Square Berin, NH 03570	
1.5 Contractor Phone Number (603) 752-1413	1.6 Account Number	1.7 Completion Date June 30, 2015	1.8 Price Limitation 279,738.56
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 Pauline Y. Tibbatts - President	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Cross</u> On <u>5-23-13</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] 		Monique F. Dube Notary Public & Justice of the Peace State of New Hampshire My Commission Expires July 14, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Monique F. Dube Notary Public & Justice of the Peace			
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:  Jeanne R. Herrick, Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: BYT
Date: 5/23/2013

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

SECTION I: ADULT NON-MEDICAL DAY SERVICES

SERVICE/PROGRAM DESCRIPTION:

Adult Non-Medical Day Services are located in a community based setting and provide socialization, nutrition and transportation services.

SERVICE/PROGRAM AND ADMINISTRATIVE REQUIREMENTS:

1. Adult Non-Medical Day Services shall be located in a community based setting and provide the services for fewer than 12 hours a day. Services shall be provided in accordance with He-E 501.23 and shall include:
 - A. Contract agencies providing adult day non-medical program services shall develop a person-centered plan for each individual in accordance with He-E 501.21.
 - B. Adult day non-medical program services shall include the following activities:
 - i. A nutritious meal;
 - ii. Support of the individual's needs for socialization and activities within a structured environment.
1. Adult Non-Medical Day Services administrative requirements include the following:
 - A. The Contractor shall: receive inquiries and applications; determine eligibility and notify applicants of eligibility, provide written criteria for admission; develop service plans for each recipient; maintain records for each recipient; train staff and volunteers; maintain financial records; monitor and evaluate services; submit reports as requested to BEAS.
 - B. The Contractor shall determine eligibility for Title XX funded services based on the requirements contained in He-E 501.
 - C. The Contractor shall determine eligibility for Title III funded services as specified in The Older American's Act of 1965 as amended.
2. Rules and Policies:
 - A. Adult Non Medical Day Services funded by Title XX, shall be provided in accordance with He-E 501.23, which are incorporated by reference into this Agreement.
 - B. Adult Non Medical Day Services funded by Title III shall be provided according to the following sections of PR 88-1: Adult Day Services Item 215; Section 2075.1 A, B; 2075.3; 2075.4A; 2075.5; 2075.6; 2075.7 A, incorporated by reference into this Agreement.
3. Units of service:

The Contractor agrees to provide the number of Adult Non-Medical Day Service units as detailed in Exhibit B Purchase of Services.
4. Location:

Adult Non-Medical Day Services shall be provided in the towns/cities listed in the attached Catchment page, which is incorporated by reference into this Exhibit A.
5. Quality Assurance:
 - A. 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.

- B. 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.
- C. 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 Adult Non-Medical Day Services is as follows:

Outcome: The informal supports that NH's older residents receive enable them to remain in their homes and communities and ensure that the services they receive assist them in remaining independent.

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.

- i. Goal: Eligibility determination
 - 1. Objectives:
 - a. All clients served meet eligibility requirements of SSBG and AoA, as applicable;
 - b. Agency to identify, locate and serve the people who need and could benefit from services.
 - 2. Performance Measures:
 - a. Initial application: process is accurate and timely;
 - b. Continued eligibility: continued eligibility is assessed and timely;
 - c. Outreach: There is evidence of outreach; and the designated population is being served.
- ii. Goal: Service plan/service delivery
 - 1. Objective:
 - a. Clients receive services in accordance with needs.
 - 2. Performance Measures:
 - a. Comprehensive, person centered service plans are developed based on established timeframes;
 - b. Services are available and accessible;
 - c. Clients participate in planned services.
- i. Goal: Agency and provider staff requirements
 - 1. Objectives:
 - a. Provider agency is licensed, certified or authorized, as applicable;
 - b. Agency staff is qualified to provide services/supports.
 - 2. Performance Measures:
 - a. Agency meets all applicable federal, state, and local regulations;
 - b. Staff is qualified to plan and deliver services within scope of contract.
- ii. Goal: Financial accountability
 - 1. Objectives:
 - a. Provider Agency's billing is accurate, complete, and timely, within the contract budget and adheres to state regulations;
 - b. BEAS pays provider's claims within state regulations and contract guidelines.
 - 2. Performance Measure:
 - a. 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.

- D. Contractor agrees to participate in any future Quality Improvement Measures adopted by the Bureau of Elderly and Adult Services.

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SECTION II: OTHER TERMS AND CONDITIONS

2. Wait List

- A. 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:
- i. Each contract agency shall include the following information on its wait list:
 1. The individual's full name and date of birth;
 2. The name of the Title XX service being requested;
 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;
 4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 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;
 6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 7. A brief description of the individual's circumstances and the services he or she needs.
 - ii. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 1. The individual is at risk of being admitted to an institutional setting;
 2. Declining mental or physical health of the caregiver;
 3. Declining mental or physical health of the individual;
 4. Individual has no respite services while living with a caregiver; and
 5. Length of time on the wait list.
 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.
 7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
 - iii. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- B. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

- A. 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.
- B. 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:

- A. 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 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.

6. Sub contracts:

- A. With prior written approval from BEAS, the Contractor may enter into subcontracts with vendors as needed.
- B. 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/eplis.gov>.

7. 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.

8. Criminal Background and Adult Protective Service Registry Checks:

- A. 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.
- B. 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 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.

10. 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.
11. 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.
12. Audit Requirement
 - A. On or before March 31, 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.
 - B. 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.
13. 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.
14. 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.
15. 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.
16. 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 federal/state regulatory, policy and program changes.
 - B. Changes that do not affect its scope, duration, or financial limitations, may be made upon mutual agreement between the contractor and BEAS.

**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, at the following rate(s):

Service	SFY 2014-2015 Unit Type	SFY 2014-2015 Rate Per Unit	SFY 2014 Units	SFY 2014 Cost	SFY 2015 Units	SFY 2015 Cost
Funding: AoA Title IIIB						
Adult Non-Medical Day Services	Per hour max of 6 hours per day	\$5.96	6,468	\$38,549.28	6,468	\$38,549.28
Funding: Title XX						
Adult Non-Medical Day Services	Per hour max of 6 hours per day	\$5.96	17,000	\$101,320.00	17,000	\$101,320.00
				Total SFY 14	Total SFY 15	
				\$139,869.28	\$139,869.28	

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 14 and 15:		\$279,738.56
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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
Social Services	Special Programs for the Aging- Title IIIB	Administration on Aging	93.044	05-95-48-481010-78720000-540-500382
Adult Non-Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

4. Administration on Aging, Title IIIB and Title IIIC Source of Funds Matching Requirement.

Local share of matching funds shall be at a minimum 10% of the Administration on Aging Title IIIB and Title IIIC 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 IIIB and Title IIIC, 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.

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 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. 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 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.
10. 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

11. 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 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.

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 excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence; and

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

The Holiday Center, Inc. From: July 1, 2013 To: June 30, 2015
 (Contractor Name) (Period Covered by this Certification)

Pauline Y. Tibbatts President
 (Name & Title of Authorized Contractor Representative)

Pauline Y. Tibbatts 5/23/13
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 7-1-13 through 6-30-15

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

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

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

Paulina Y. Tibbatts
 (Contractor Representative Signature)

Paulina Y. Tibbatts President
 (Authorized Contractor Representative Name & Title)

The Holiday Center, Inc.
 (Contractor Name)

5-23-13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Pauline Y. Tibbets
(Contractor Representative Signature)

Pauline Y. Tibbets President
(Authorized Contractor Representative Name & Title)

The Holiday Center, Inc.
(Contractor Name)

5-23-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Pauline Y. Tibbets
(Contractor Representative Signature)

Pauline Y. Tibbets President
(Authorized Contractor Representative Name & Title)

The Holiday Center, Inc.
(Contractor Name)

5-23-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Pauline Y. Tibbets
(Contractor Representative Signature)

Pauline Y. Tibbets - President
(Authorized Contractor Representative Name & Title)

The Holiday Center, Inc.
(Contractor Name)

5-23-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I

This page is intentionally blank; the standard Exhibit I does not apply to this agreement.

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Pauline Y. Tibbatts Pauline Y. Tibbatts President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

The Holiday Centers Inc. 5-23-13
(Contractor Name) (Date)

Contractor initials: PYT
Date: 5/23/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 167385525

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials: PY
Date: 5/23/13
Page # _____ of Page # _____

The Holiday Center, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of directors of
(Name of Governing Board)

The Holiday Center, Inc.
(Name of Corporation)

on April 23, 2008 which was duly called at which a quorum was
present:

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

the President, 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 (Name of corporate official signing the acceptance or contract)
Pauline Tibbets is the duly elected (Title) President of
this corporation and is still qualified and serving in such capacity.

5/23/13
(Date)

Margaret McClellan
Secretary

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

“No corporate seal”

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On May 23, 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 she executed the foregoing certificate.

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

Monique F. Dube
Notary Public &
Justice of the Peace
State of New Hampshire
My Commission Expires
July 14, 2015

Monique F. Dube
Notary Public/Justice of the Peace

My commission expires: 7-14-15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE HOLIDAY CENTER, INC. is a New Hampshire nonprofit corporation formed January 24, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of March A.D. 2013

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

William M. Gardner
Secretary of State

Statement regarding Insurance Expiration

We intend to remain insured during the duration of this contract. We are in the market getting complete bids. We will have coverage bound on 7/1/13 for the next one year term. Coverage cannot be bound until the current coverage expires. We will provide you with our new ACORD document when we bind coverage.



CERTIFICATE OF LIABILITY INSURANCE

HOLID-1 OP ID: RV

DATE (MM/DD/YYYY)

03/08/2013

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 Vaillancourt & Woodward Inc 15 Exchange Street P O Box 8 Berlin, NH 03570 Ronald G Vaillancourt	Phone: 603-752-2440 Fax: 603-752-2583	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	INSURED Holiday Center Inc 27 Green Street Berlin, NH 03570		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Philadelphia Ins Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Hartford Ins Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Ins Co		INSURER B :	Hartford Ins Co		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER C :																							
INSURER D :																							
INSURER E :																							
INSURER F :																							

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PHPK875245	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK875245	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB384615	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6S6OUB-0507M08-7-12	10/31/2012	10/31/2013	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Dept of Health & Human Service
 Bureau of Elderly & Adult Serv
 129 Pleasant St
 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

Ronald Vaillancourt

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LYNDA M. ROBERTS & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANT

60 MASON STREET

BERLIN, NH 03570

LYNDA M. ROBERTS, C.P.A.
lrobertscpa@myfairpoint.net

Phone: (603) 752-7501
Fax: (603) 752-3447

ACCOUNTANT'S INDEPENDENT COMPILATION REPORT

To the Board of Directors
Holiday Center, Inc.
27 Green Square
Berlin, NH 03570

I have compiled the accompanying statements of financial position of the Holiday Center, Inc. (a not for corporation) as of June 30, 2012 and June 30, 2011, and the related statements of Activities and Net Assets for the years then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintain internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Lynda M Roberts & Associates PC
Lynda M Roberts & Associates, P.C.

October 15, 2012

Date

HOLIDAY CENTER, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011
 (Compiled)

ASSETS	06/30/2012	06/30/2011
<i>Current Assets</i>		
Cash	\$ 42,384	\$ 35,308
State of NH Receivable	<u>0</u>	<u>10,507</u>
	42,384	45,815
<i>Fixed Assets</i>		
Property and Equipment, Net	<u>63,413</u>	<u>68,280</u>
	63,413	68,280
 TOTAL ASSETS	 \$ <u>105,797</u>	 \$ <u>114,095</u>
 LIABILITIES		
<i>Current Liabilities</i>		
Accounts Payable	\$ 1,112	\$ 782
Payroll Liabilities	1,915	2,674
NH Refund Due	<u>0</u>	<u>0</u>
 Current Liabilities	 3,027	 3,456
 TOTAL LIABILITIES	 <u>3,027</u>	 <u>3,456</u>
 NET ASSETS		
Unrestricted	102,770	110,639
Temp Restricted	<u>0</u>	<u>0</u>
	102,770	110,639
 TOTAL LIABILITIES & NET ASSETS	 \$ <u>105,797</u>	 \$ <u>114,095</u>

See accompanying notes and accountants' report

HOLIDAY CENTER, INC.
STATEMENT OF ACTIVITIES
JUNE 30, 2012
(Compiled)

SUPPORT AND REVENUE

	Unrestricted	Temp Restricted	Total
Program Fees(State of NH)	\$ 140,819	\$ 0	\$ 140,819
Grants	1,935	0	1,935
Assets Released	0	0	0
Donations	4,751	0	4,751
Investment Interest	32	0	32
Special Events	<u>36,446</u>	<u>0</u>	<u>36,446</u>
 TOTAL SUPPORT	 183,983	 0	 183,983

EXPENSES

Payroll and Associated Costs	\$ 112,788	\$ 0	\$ 112,788
Advertising	0	0	0
Program Supplies	11,774	0	11,774
Designated Expenses	30,569	0	30,569
Van Expenses	3,532	0	3,532
Occupancy	15,686	0	15,686
Insurance	8,091	0	8,091
Depreciation	4,867	0	4,867
Professional	1,450	0	1,450
Administrative	<u>3,095</u>	<u>0</u>	<u>3,095</u>
 TOTAL EXPENSES	 <u>191,852</u>	 <u>0</u>	 <u>191,852</u>
 CHANGE IN NET ASSETS	 (7,869)	 0	 (7,869)
 NET ASSETS, BEG OF YEAR	 <u>110,639</u>	 <u>0</u>	 <u>110,639</u>
 NET ASSETS, END OF YEAR	 <u>\$ 102,770</u>	 <u>\$ 0</u>	 <u>\$102,770</u>

See accompanying notes and accountants' report

HOLIDAY CENTER, INC.
STATEMENT OF ACTIVITIES
JUNE 30, 2011
 (Compiled)

SUPPORT AND REVENUE

	Unrestricted	Temp Restricted	Total
Program Fees(State of NH)	\$ 149,937	\$ 0	\$ 149,937
Grants	14,145	0	14,145
Assets Released	2,500	(2,500)	0
Donations	3,628	0	3,628
Investment Interest	49	0	49
Special Events	<u>22,878</u>	<u>0</u>	<u>22,878</u>
 TOTAL SUPPORT	 193,137	 (2,500)	 190,637

EXPENSES

Payroll and Associated Costs	\$ 111,141	\$ 0	\$ 111,141
Advertising	255	0	255
Program Supplies	10,750	0	10,750
Designated Expenses	16,754	0	16,754
Van Expenses	4,045	0	4,045
Occupancy	16,346	0	16,346
Insurance	7,874	0	7,874
Depreciation	3,879	0	3,879
Professional	1,450	0	1,450
Administrative	<u>3,705</u>	<u>0</u>	<u>3,705</u>
 TOTAL EXPENSES	 <u>176,199</u>	 <u>0</u>	 <u>176,199</u>
 CHANGE IN NET ASSETS	 16,938	 (2,500)	 14,438
 NET ASSETS, BEG OF YEAR	 <u>93,701</u>	 <u>2,500</u>	 <u>96,201</u>
 NET ASSETS, END OF YEAR	 \$ <u>110,639</u>	 \$ <u>0</u>	 <u>\$110,639</u>

See accompanying notes and accountants' report

HOLIDAY CENTER, INC.
STATEMENT OF CASH FLOWS
JUNE 30, 2012 AND 2011
(Compiled)

	06/30/2012	06/30/2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase(decrease) in Net Assets	\$(7,869)	\$ 14,438
Adjustments to reconcile increase in net assets to net cash used by operating activities		
Depreciation	4,867	3,879
(Increase) decrease in operating assets		
Grants Receivable	10,507	(2,193)
Increase (decrease) in operating liabilities		
Accounts Payable	330	(186)
NH Refund Payable	0	0
Payroll Liabilities	(759)	419
 NET CASH USED BY OPERATING ACTIVITIES	 <u>7,076</u>	 <u>16,357</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions of property and Equipment	<u>0</u>	(19,172)
 NET CASH USED BY INVESTING ACTIVITIES	 <u>0</u>	 <u>(19,172)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Note Payable	<u>0</u>	<u>0</u>
 NET CASH USED BY FINANCING ACTIVITIES	 <u>0</u>	 <u>0</u>
 INCREASE (DECREASE) IN CASH	 <u>7,076</u>	 <u>(2,815)</u>
 CASH, beginning of year	 <u>35,308</u>	 <u>38,123</u>
 CASH, end of year	 <u>\$ 42,384</u>	 <u>\$38,123</u>

See accompanying notes and accountants' report

HOLIDAY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011
(Compiled)

Note 1 – Nature of Activities and Significant Accounting Policies

The Holiday Center, Inc. was incorporated in 1969 as a New Hampshire non-profit Corporation. The Purpose of The Holiday Center, Inc. is to operate and maintain a multi-purpose center for senior citizens, to serve as an adult day care center, to provide education and cultural programs to local citizens, and to promote an awareness of the needs of senior citizens and the handicapped within Coos County.

Basis of Accounting

The Holiday Center, Inc. prepares its financial statements on the accrual method of accounting as required by generally accepted accounting principles and accordingly, reflects all significant receivables, payables, and other liabilities.

Revenues

The Holiday Center, Inc. has a contract with the State of New Hampshire, renewable every two years upon application to provide certain services to the elderly. These contracts require The Holiday Center, Inc. to provide “units” of adult group day care and transportation to the elderly in Coos County. Revenue is recorded monthly as the units of service are provided until the maximum amount of the contract is reached for each month. This contract was 77% and 79% of the Holiday Center’s gross receipts for June 30, 2012 and 2011 respectively.

The Holiday Center, Inc. raises funds through various events during the year. These events are held for special activities in mind for the participants.

Donor Contributions

Any excess revenue is part of the unrestricted net assets and is the responsibility of The Holiday Center, Inc. It is the policy to expend support that is restricted, which are usually insignificant, immediately. Therefore, under most instances, The Holiday Center, Inc. will have unrestricted net assets only.

Estimates

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

HOLIDAY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011
(Compiled)

Property and Equipment

The Holiday Center, Inc. capitalized all property and equipment acquisitions in excess of \$500 at cost. Purchased property and equipment is capitalized at cost. Donations of property and equipment in excess of \$500 are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Holiday Center reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Holiday Center, Inc. reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight line method from five to ten years.

Functional Expenses

Expenses are charged directly to program or management in general categories based on specific identification. In most cases, expenses are reported on an object basis rather than on a function basis since The Holiday Center, Inc. has a single function.

Income Taxes

The Holiday Center is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and therefore has no income tax liability.

Cash and Cash Equivalents

The cash accounts of the Holiday Center, Inc. consist of a checking account and a savings account with Northway Bank. Cash equivalents are short-term, highly liquid investments that are both readily convertible to known amounts of cash and consist of treasury bills, commercial paper and money market funds. The Holiday Center, Inc. had no cash equivalents as of the statement date.

HOLIDAY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011
(Compiled)

Note 2 – Property and Equipment

Property and Equipment consist of the following:

	06/30/2012	06/30/2011
Property & Equipment	\$ 77,527	\$ 77,527
Less Accum Depreciation	<u>14,114</u>	<u>9,247</u>
Total	\$ <u>63,413</u>	\$ <u>68,280</u>

Note 3 – Donated Services, Materials, and Facilities

The Holiday Center, Inc. operates in a building in Berlin, New Hampshire that has been donated to the organization in 1969. The use is restricted to that of a multi-purpose center for the elderly. The building is not subject to any liens or mortgages and is insured. The building has not been appraised and therefore has not been recorded on the financial statements of the Holiday Center, Inc., as is required by generally accepted accounting principles. Likewise, no provision for depreciation has been made.

The Holiday Center, Inc. receives donated services from a variety of unpaid volunteers assisting in its programs. No amounts have been recognized in the accompanying statement of activities because of the criteria for recognition of such volunteer effort under SFAS No. 116 has not been satisfied.

The Holiday Center, Inc. receives, at times, donated items. These items are classified as donation income at an estimated FMV.

HOLIDAY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011
(Compiled)

Note 5 – Concentration of Risk

The Holiday Center, Inc. relies almost exclusively upon the contract with the state of New Hampshire. The amounts received from the state of New Hampshire were \$140,819 and \$149,937 for years ended 06/30/2012 and 06/30/2011 respectively.

Note 6 – Temporarily Restricted Net Assets

An award of \$2,500 from Lindsey Trust was granted during the year June 30, 2010. This award was to help replace its van. The van was purchased prior to June 30, 2011.

Organization Name: HOLIDAY CENTER, INC.

PART IV OFFICERS AND DIRECTORS

List ALL Officers, Directors and Trustees. Boards of Directors of voluntary corporations MUST have at least five (5) members who are not related by blood or marriage.

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Name _____
Home Address _____

Position Held _____
Daytime Phone _____

Attach sheet if additional space is required.

Office of the New Hampshire Attorney General Charitable Trusts Unit
33 Capitol Street, Concord, NH 03301-6397

ANNUAL FILING FEE: \$75.00

Make check payable to:
State of New Hampshire

ANNUAL REPORT CERTIFICATE

HOLIDAY CENTER, INC.	JUNE 30, 2012		
Organization Name	Fiscal Year End		
	1539		
In Care of	State Registration #		
27 GREEN SQUARE	NH 03570		
Address	City	State	Zip
	BERLIN		

Under the penalties of perjury set forth in RSA 641:1-3, I declare that I have examined the attached report, including accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete.

<u>Pauline Y. Tibbetts</u>	<u>10/19/2012</u>
Signature of	Date
PRESIDENT, TREASURER OR TRUSTEE	
<u>Pauline Y. Tibbetts</u>	<u>President</u>
(Print or Type) Name of Officer/Trustee	Title

THE SIGNATURE OF THE EXECUTIVE DIRECTOR IS NOT ACCEPTABLE. (If the organization does not have the office of "President" or "Treasurer", please attach an explanation or definition of the authority vested in the signator.)

STATE OF
COUNTY OF

On this the 19th day of October, 2012 before me personally appeared the above-named officer or trustee who acknowledged himself/herself to be the officer/trustee, President, Treasurer of the above-named organization and took oath or affirmed that the attached report including accompanying schedules and statements is to the best of his/her knowledge and belief true, correct and complete.

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

My Commission Expires:

Monique F. Dube
Notary Public &
Justice of the Peace
State of New Hampshire
My Commission Expires
July 14, 2015

Monique F. Dube
Notary Public

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT

33 Capitol Street
Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

ANNUAL REPORT

For the calendar year _____
and ending JUNE 30, 2012

or fiscal year beginning JULY 1, 2011
Registration number 1539

NAME OF ORGANIZATION: HOLIDAY CENTER, INC
ADDRESS: 27 GREEN SQUARE, BERLIN, NH 03570

Please make name/address corrections here:

- A) Employer or Federal ID Number: 02-0275423
- D) Tax exempt under section 501 (c) (): check here if application for exemption is pending ()
- G) Group return filed for affiliates? Yes No X
- Separate return filed by group affiliate? Yes No X

PART I STATEMENT OF SUPPORT, REVENUE, AND EXPENSES AND CHANGES IN FUND BALANCES:

PLEASE REFER TO ATTACHED FORM 990-EZ

Support and Revenue

- 1) Contributions, gifts, grants \$ _____
- 2) Program service revenue (see part V)..... _____
- 3) Membership dues and assessments..... _____
- 4) Interest on savings and cash investments..... _____
- 5) Dividends and interest from securities..... _____
- 9) Special fundraising events and activities
(Attach schedule, see instructions #6)
- a) Gross revenue..... \$ _____
- b) Minus: direct expenses..... _____
- c) Net income (line 9a minus line 9b)..... _____
- 11) Other revenue (see part V)..... _____
- 12) Total revenue (add lines 1,2,3,4,5,9(c) and 11..... _____

Expenses

- 13) Program services (program service charities only) (see Part III)..... _____
- 14) Management and general (see line 44)..... _____
- 17) Total expenses (add lines 13 and 14)..... _____

Fund Balances Lines 18 Through 21 Must Be Completed

- 18) Excess (deficit) for the year (line 12 minus line 17)..... _____
- 19) Fund balances or net worth at the beginning of the year..(see line 75)..... _____
- 20) Other changes in net assets or fund balance..... _____
(ATTACH EXPLANATION)
- 21) Fund balances or net worth at end of year (add lines 18 and 19)(see also line 75)..... _____

Organization Name: HOLIDAY CENTER, INC.

PART II STATEMENT OF FUNCTIONAL EXPENSES

- 22) Grants and allocations (ATTACH SCHEDULE)..... _____
- 23) Specific assistance to individuals..... _____
- 24) Benefits paid to or for members..... _____
- 25) Compensation of officers, directors, etc..... _____
- 26) Other salaries and wages..... _____
- 27) Pension plan contributions..... _____
- 28) Other employee benefits..... _____
- 29) Payroll taxes..... _____
- 30) Professional fundraising fees..... _____
- 31) Accounting fees..... _____
- 32) Legal fees..... _____
- 33) Supplies..... _____
- 34) Telephone..... _____
- 35) Postage and shipping..... _____
- 36) Occupancy..... _____
- 37) Equipment rental and maintenance..... _____
- 38) Printing and publications..... _____
- 39) Travel..... _____
- 40) Conferences, conventions, meetings..... _____
- 41) Interest..... _____
- 42) Depreciation (attach schedule)..... _____
- 43) Other expenses (itemized):
 - a)..... _____
 - b)..... _____
 - c)..... _____
 - d)..... _____
 - e)..... _____
- 44) Total functional expenses (enter on line 14)..... _____

Organization Name: HOLIDAY CENTER, INC.

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a) _____ _____ _____ _____	\$ _____
b) _____ _____ _____ _____	\$ _____
c) _____ _____ _____ _____	\$ _____
TOTAL - MUST EQUAL LINE 13	\$ _____

Organization Name: HOLIDAY CENTER, INC.

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature)
(Program service charities only)

	<u>Program Service</u>	<u>Other</u>
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____

PART VI BALANCE SHEETS

	<u>Beginning of Year</u>	<u>End of Year</u>
Assets		
45) Cash - non interest bearing	_____	_____
46) Savings and cash investments	_____	_____
47) Accounts receivable	_____	_____
48) Pledges receivable	_____	_____
49) Grants receivable	_____	_____
50) Receivables due from Officers, Directors, etc.	_____	_____
51) Other notes and loans receivable	_____	_____
52) Inventories for sale or use	_____	_____
53) Prepaid	_____	_____
54) Investments - securities	_____	_____
55) Investments - real estate	_____	_____
56) Investments - other	_____	_____
58) Other assets	_____	_____
59) Total assets (add lines 45 through 58)	_____	_____
Liabilities		
60) Accounts payable	_____	_____
61) Grants payable	_____	_____
63) Loans from officers, directors, etc.	_____	_____
64) Mortgages/notes payable	_____	_____
65) Other liabilities	_____	_____
66) Total liabilities (add lines 60 through 65)	_____	_____
Fund Balances or Net Worth <u>Line 75 Must Be Completed</u>		
75) Net worth (assets, line 59, minus liabilities, line 66)	_____	_____

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

HOLIDAY CENTER BOARD OF DIRECTORS

2012-2013

2012-2013			
PAULINE TIBBETTS 300 HIGH ST BERLIN, NH 03570 752-5844 (HOME) 723-9832 (CELL) 752-7505 (WORK) tibbetts@myfairpoint.com ptibbetts@avhomecare.org			President (Androscoggin Valley Homecare) supervisor
LISA MORIN, R.N. 16 TURCOTTE STREET BERLIN, NH 03570 1-727-420-7975 (CELL)) imforgivin2@yahoo.com			Vice-President (Androscoggin Valley Hospital) ER nurse
YVETTE HACHEZ 527 WILLARD STREET BERLIN, NH 03570 326-3296 (HOME)			Client (Retired)
MONIQUE DUBE 614 MILAN HILL ROAD MILAN, NH 03588 449-2117 (HOME) 723-2040 (CELL) 752-0003 (WORK) dubemonique@yahoo.com			Treasurer (ReMax Real Estate) Secretary
MARGE McCLELLAN 112 JOLBERT ST. BERLIN, NH 03570 752-1705 (HOME) 728-7616 (CELL) margemc3@myfairpoint.com			Secretary (Retired)
Lisa(beth) CARLSON 111 STATE STREET BERLIN, NH 03570 752-4482 (CELL) hholidaycenter@ncia.com			Executive Director
<u>Board meets every third Wednesday of each month with at least 10 meetings per fiscal year</u>			
<u>Members of the Board may serve (2) three-year terms with at least one year absence before reconsideration.</u>			

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL
CHARITABLE TRUSTS UNIT
33 Capitol Street, Concord, NH 03301-6397

MUST BE COMPLETED
AND ATTACHED TO FILING

APPENDIX TO ANNUAL REPORT

Name of Organization: HOLIDAY CENTER, INC.

1. Is there currently a conflict of interest policy in effect? Yes No
A Conflict of Interest Policy is required by law (see RSA 7:19 II)

2. Did any officer, Director, Trustee or member of the immediate family obtain a pecuniary benefit from the organization in the last year other than reasonable compensation for services rendered and expenses incurred in connection with their official duties?
Yes No

If yes, complete the following:

A. Was any real estate transaction involved? Yes No

B. Was a loan made to any director, officer or trustee? Yes No

C. Was a pecuniary benefit paid in excess of \$500?
If yes, attach copy of meeting minutes. Yes No

D. Was a pecuniary benefit paid in excess of \$5,000?
If yes, attach a copy of: Yes No

- Public Notice
- Meeting Minutes
- Employment Contract

E. Provide a **list** of each pecuniary benefit transaction involving a director, officer, trustee or member of the immediate family. Include names of recipient(s) and amount(s) of benefit as required under RSA 7:28.

NOTE: The Director of Charitable Trusts may request **copies** of all contracts, payment records, vouchers and financial records or documents involving a director, officer, trustee or member of the immediate family as required under RSA 7:24.

**Short Form
Return of Organization Exempt From Income Tax**

2011

**Open to Public
Inspection**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)
▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.
▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

Department of the Treasury
Internal Revenue Service

A For the 2011 calendar year, or tax year beginning Jul 1, 2011, and ending Jun 30, 2012

B Check if applicable:
 Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

C Name of organization: HOLIDAY CENTER, INC.
 Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
27 GREEN SQUARE
 City or town, state or country, and ZIP + 4
BERLIN NH 03570

D Employer identification number: 02-0275423

E Telephone number: (603) 752-1413

F Group Exemption Number: ▶

G Accounting Method: Cash Accrual Other (specify) ▶

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: N/A

J Tax-exempt status (ck only one) — 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 183,983.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)		Check if the organization used Schedule O to respond to any question in this Part I <input checked="" type="checkbox"/>	
REVENUE	1 Contributions, gifts, grants, and similar amounts received	1	6,686.
	2 Program service revenue including government fees and contracts	2	177,266.
	3 Membership dues and assessments	3	
	4 Investment income	4	31.
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b Gross income from fundraising events (not including \$ <u> </u> of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	183,983.	
EXPENSES	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	112,788.
	13 Professional fees and other payments to independent contractors	13	1,450.
	14 Occupancy, rent, utilities, and maintenance	14	15,686.
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O) See Form 990-EZ, Part I, Line 16 Other Expenses	16	61,929.
	17 Total expenses. Add lines 10 through 16	17	191,853.
18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	-7,870.	
NET ASSETS	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	110,639.
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	102,769.

BAA For Paperwork Reduction Act Notice, see the separate instructions.

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

	Yes	No
33 Did the organization engage in any activity not previously reported to the IRS? If 'Yes,' provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If 'Yes,' attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		X
35 a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If 'Yes,' to line 35a, has the organization filed a Form 990-T for the year? If 'No,' provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If 'Yes,' complete Schedule C, Part III		
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If 'Yes,' complete applicable parts of Schedule N		X
37 a Enter amount of political expenditures, direct or indirect, as described in the instructions	37 a	0.
b Did the organization file Form 1120-POL for this year?		X
38 a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38 a	X
b If 'Yes,' complete Schedule L, Part II and enter the total amount involved	38 b	
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	39 a	
b Gross receipts, included on line 9, for public use of club facilities	39 b	
40 a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955		
b Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I	40 b	X
c Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If 'Yes,' complete Form 8886-T	40 e	X
41 List the states with which a copy of this return is filed		

42 a The organization's books are in care of LISABETH TILTON Telephone no. (603) 752-1413
 Located at 27 GREEN SQUARE BELRIN NH ZIP + 4 03570

	Yes	No
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	42 b	X
If 'Yes,' enter the name of the foreign country:		

See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.

c At any time during the calendar year, did the organization maintain an office outside of the U.S.?	42 c	X
If 'Yes,' enter the name of the foreign country:		

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here
 and enter the amount of tax-exempt interest received or accrued during the tax year 43

	Yes	No
44 a Did the organization maintain any donor advised funds during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ	44 a	X
b Did the organization operate one or more hospital facilities during the year? If 'Yes,' Form 990 must be completed instead of Form 990-EZ	44 b	X
c Did the organization receive any payments for indoor tanning services during the year?	44 c	X
d If 'Yes' to line 44c, has the organization filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O	44 d	
45 a Did the organization have a controlled entity of the organization within the meaning of section 512(b)(13)?	45 a	X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45 b	X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I Yes No
46

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II Yes No
47

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E 48

49a Did the organization make any transfers to an exempt non-charitable related organization? 49a

b If 'Yes,' was the related organization a section 527 organization? 49b

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

e Total number of other employees paid over \$100,000 ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter 'None.'

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
NONE		

e Total number of other independent contractors each receiving over \$100,000 ▶

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A ▶ Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: Sauline Y. Tibbets Date: 10/19/12
Type or print name and title: Sauline Y. Tibbets - President

Paid Preparer Use Only

Print/Type preparer's name LYNDA M ROBERTS	Preparer's signature <u>Lynda M Roberts CPA</u>	Date <u>10/15/12</u>	Check <input type="checkbox"/> if self-employed	PTIN <u>P00197391</u>
Firm's name ▶ <u>LYNDA M. ROBERTS & ASSOCIATES P.C.</u>	Firm's EIN ▶ <u>02-0522093</u>		Phone no. <u>(603) 752-7501</u>	
Firm's address ▶ <u>60 MASON ST BERLIN NH 03570-2023</u>				

May the IRS discuss this return with the preparer shown above? See instructions ▶ Yes No

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

OMB No. 1545-0047

2011

Open to Public Inspection

Name of the organization

HOLIDAY CENTER, INC.

Employer identification number

02-0275423

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions – subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I
 - b Type II
 - c Type III – Functionally integrated
 - d Type III – Other
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that is a Type I, Type II or Type III supporting organization, check this box _____
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?		
(ii) A family member of a person described in (i) above?		
(iii) A 35% controlled entity of a person described in (i) or (ii) above?		

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in column (i) listed in your governing document?		(v) Did you notify the organization in column (i) of your support?		(vi) Is the organization in column (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2011

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')	6,067.	5,447.	17,593.	32,854.	17,773.	79,734.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	6,067.	5,447.	17,593.	32,854.	17,773.	79,734.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						79,734.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
7 Amounts from line 4	6,067.	5,447.	17,593.	32,854.	17,773.	79,734.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	14.	76.	88.	44.	49.	271.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 Total support. Add lines 7 through 10						80,005.
12 Gross receipts from related activities, etc (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2011 (line 6, column (f) divided by line 11, column (f))	14	99.66%
15 Public support percentage from 2010 Schedule A, Part II, line 14	15	99.77%
16a 33-1/3% support test – 2011. If the organization did not check the box on line 13, and the line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33-1/3% support test – 2010. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test – 2011. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10%-facts-and-circumstances test – 2010. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part IV how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal yr beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions and membership fees received. (Do not include any 'unusual grants'.)						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal yr beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lns 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2011 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2010 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2011 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2010 Schedule A, Part III, line 17	18	%

- 19a 33-1/3% support tests – 2011. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- b 33-1/3% support tests – 2010. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury Internal Revenue Service (99)

See separate instructions. Attach to your tax return.

Attachment Sequence No. 179

Name(s) shown on return

HOLIDAY CENTER, INC.

Identifying number

02-0275423

Business or activity to which this form relates

Form 990 / Form 990EZ

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 13 rows for Section 179 election. Includes fields for maximum amount, total cost, threshold cost, reduction in limitation, and dollar limitation. Includes a table for property description, cost, and elected cost.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

Table with 3 rows for Special Depreciation Allowance and Other Depreciation. Includes fields for special depreciation allowance, property subject to section 168(f)(1) election, and other depreciation (including ACRS).

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

Table with 2 rows for Section A. Includes fields for MACRS deductions for assets placed in service in tax years beginning before 2011 and a checkbox for electing to group assets.

Section B - Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Includes rows for 3-year, 5-year, 7-year, 10-year, 15-year, 20-year, 25-year property, residential rental property, and nonresidential real property.

Section C - Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

Table with 6 columns: (a) Class life, (b) Recovery period, (c) Convention, (d) Method, (e) Depreciation deduction. Includes rows for 12-year and 40-year class life.

Part IV Summary (See instructions.)

Table with 3 rows for Part IV Summary. Includes fields for listed property amount, total depreciation deduction, and basis attributable to section 263A costs.

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only** 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No										24b If 'Yes,' is the evidence written? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost			
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25				
26 Property used more than 50% in a qualified business use:											
27 Property used 50% or less in a qualified business use:											
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28				
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29			

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No										
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2011 tax year (see instructions):					
43 Amortization of costs that began before your 2011 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					

Schedule O (Form 990 or 990-EZ), Supplemental Information to Form 990 or 990-EZ
Form 990-EZ, Part I, Line 16 Other Expenses

Other expenses (describe in Schedule O)

Advertising	0.
Client Supplies	11,774.
Designated Expenses	30,569.
Van Expenses	3,532.
Administration	3,098.
Insurance	8,091.
Depreciation	4,865.
Total	<u>61,929.</u>

Schedule O (Form 990 or 990-EZ), Supplemental Information to Form 990 or 990-EZ
Form 990-EZ, Page 1, Part II, Line 24

Line 24 - Other Assets:	Beginning of Year	End of Year
ACCOUNTS RECEIVABLE	10,507.	0.
EQUIPMENT AND IMPROVEMENTS	68,280.	63,413.
Total	<u>78,787.</u>	<u>63,413.</u>

Lisabeth Carlson

[REDACTED] Berlin, NH 03570

Phone [REDACTED]
[REDACTED]

Objectives

To find a challenging full time position suitable to my experience, training and education

Education

University of Massachusetts

- Bachelors of Arts and Sciences (1983) **Human Services**

Boston State College

- Human Services/Corrections 1981-1982

Fitchburg State College

- Psychology/Sociology 1977-1980

Experience

Executive Director (February 2008 – present)

The Holiday Center (27 Green Square Berlin, NH 03570)

Administrative Assistant (September 2005 - February 2008)

New Hampshire Catholic Charities (633 third Avenue Berlin, NH 03570)

Skills

- ▶ Leadership and management of an Adult Day Care & Senior Center.
- ▶ Knowledge of leadership and management principles as they relate to non-profit/voluntary organizations
- ▶ Awareness of current community challenges and opportunities relating to mission of organization
- ▶ Knowledge of human resource management
- ▶ Expertise in project management
- ▶ Skilled financial management including grant writing
- ▶ Understanding of risk management and advocacy

Linda M. Lozeau

[REDACTED]
Milan, [REDACTED]
[REDACTED]

OBJECTIVE:

To contribute my comprehensive experience and educational background to a challenging position as a Human Service worker..

EXPERIENCE:

- 2000 to Present **Coos County ServiceLink**, Berlin, NH
Coordinator of Volunteers
- Recruited, oriented, trained & supervised volunteers.
 - Assisted with incoming contacts & referrals to local/ statewide programs.
 - Assisted in outreach efforts to elderly & disabled homebound individuals.
 - Helped individuals by supporting efforts in receiving information and assistance with available services.
 - Maintained accurate records on monthly referrals and volunteer hours for monthly reporting.
- 1999 to 2000 **AmeriCorps Member**, New Hampshire Community Technical College, Berlin, NH
Computer Lab Assistant
- Assisted in the management and operations of the college's computer lab.
 - Provided individual and group tutoring/mentoring with learning disabled population.
 - Assisted in developing, marketing, and delivery of personal enrichment seminars and career-building workshops.
 - Acted as liaison between the college and the area's high school for students transitioning to post-secondary education.
 - Helped student's access computer-assisted instruction.
- 1997 to 1999 **Workstudy** at New Hampshire Community Technical College, Berlin, NH.
Administrative Assistant
- Tutored students with learning disabilities in Human Services, social sciences, and study skills.
 - Assisted students with basic computer skills.
 - Conducted orientations to the Learning and Career Center and Plato 2000 lab.
 - Scheduled students in workshops and peer tutoring sessions.
 - Managed detailed programs and maintained detailed records.
- 1996 to 1997 **AmeriCorps Member**, New Hampshire Community Technical College, Berlin, NH.
Lab Assistant
- Assisted in interviewing and recruitment for North Country Community Corps new members.
 - Developed and presented presentation on North Country Community Corps at statewide AmeriCorps conference.
 - Maintained detailed records, and met time lines for program requirements.

EDUCATION:

1999 *Associates Degree in Human Services*, New Hampshire Community Technical College, Berlin, NH, May

THE HOLIDAY CENTER

MISSION STATEMENT

We are committed to provide our clients with a stable, safe, therapeutic & social environment.

We offer our participants transportation, nutrition, volunteer opportunities, cultural events, art, and social activities.

We address current issues and concerns facing our seniors and offer education or referrals to help them maintain independence and stay in their homes.

We strive to show the same concern, respect and caring attitudes to all employees and volunteers that they are expected to share with all.

We help to guarantee the rights and choices of every older person in Coos County to a full range of quality living, support, and care options that enable all to live in dignity as respected members of society.

Personnel Form - Program Personnel Costs Budget By Service	
Agency Name	THE HOLIDAY CENTER
Program Service Name	ADULT NON-MEDICAL DAY SERVICE

SFY 2011			
7/1/12 - 6/30/13			
Position Title	FTE for Program	Total Annual Salary	Salary Allocated To Program
			Salary Allocated To BEAS

Key Administrative Staff				
Executive Director	100	34,784 \$	34,784 \$	34,784 \$
Program Coordinator	90	26,089 \$	26,089 \$	26,089 \$
Direct Care Staff				
Asst Program Coordinator	80	18,356 \$	14,684 \$	
Asst Program Coordinator				
Receptionist	75	11,957 \$	8,968 \$	
Housekeeping	50	9,126 \$	4,563 \$	
Non Key Admin. Staff				
Book keeper	100	1,000 \$	1,000 \$	
Accountant	100	1,000 \$	1,000 \$	

Total Personnel Costs	\$	595	\$	102,312	\$	91,088	\$	60,873.00
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HOLIDAY CENTER BOARD OF DIRECTORS

2012-2013

PAULINE TIBBETTS			<i>President</i>
	Employer		(Androscoggin Valley Homecare) supervisor
LISA MORIN, R.N.			<i>Vice-President</i>
	Employer		(Androscoggin Valley Hospital) ER nurse
YVETTE HACHEZ			<i>Client</i>
	Employer		(Retired)
MONIQUE DUBE			<i>Treasurer</i>
	Employer		(ReMax Real Estate) Secretary
MARGE McCLELLAN			<i>Secretary</i>
	Employer		(Retired)
Lisa(beth) CARLSON			<i>Executive Director</i>
<u>Board meets every third Wednesday of each month with at least 10 meetings per fiscal year</u>			
Members of the Board may serve (2) three-year terms with at least one year absence before reconsideration.			